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The Solicitors' Journal.

LONDON, JANUARY 4, 1862.

THE *Times* of Thursday contained an announcement that a petition had been presented in the Court of Bankruptcy for the compulsory winding up of the Law Newspaper Company. We are informed that, in fact, such a petition was presented on Wednesday. During the pendency of the matter we shall abstain from making any observations upon this proceeding, although we should have no difficulty in throwing some light upon it. This journal, however, is no longer the property of the Company, and even if it were the directors of the Company would not require our services in their defence. We understand that the voluntary dissolution which is now taking place is the result of the unanimous vote of the shareholders, and that there is little probability of any other order being made upon the pending petition than one for its dismissal. But, however that may be, this journal will continue to be carried on with vigour and spirit—all the desperate and unfair efforts which have been and which are now being made by the proprietor of the *Law Times* notwithstanding.

A VERY interesting and recondite point in the Law of Evidence was raised by Sir Hugh Cairns, in the Case of Mr. Windham, now pending before the Commissioner in Lunacy—Master Warren. Dr. Winslow having been asked by Mr. Montagu Chambers his professional opinion upon the question of Mr. Windham's sanity, Sir H. Cairns inquired whether such opinion was based solely upon such facts as were within the personal knowledge of the witness, and objected to receiving as evidence any opinion depending upon the truth or falsehood of the testimony which had already been adduced in the case. Although it has been very much the practice to receive the opinions of Lunacy doctors as evidence, without raising such an objection as we have mentioned, it is evident, upon first principles, that the objection is altogether tenable and sound. Mr. Best well observes, in his *Principles of the Law of Evidence*, "Vain would it be for the law to constitute the jury the triors of disputed facts, to reject derivative evidence when original proof is withheld, and declare that a party is not to be prejudiced by the words or acts of others with whom he is unconnected, if tribunals might be swayed by opinions relative to those facts expressed by persons who come before them in the character of witnesses. If the opinions thus offered are founded on no evidence, or on illegal evidence, they ought not to be listened to; if founded on legal evidence, that evidence ought to be laid before the jury, whom the law presumes to be, at least, as capable as the witnesses of drawing from them any inferences that justice may require." An exception to this rule is that which admits the opinions of "experts" to be received as evidence. On this point the late learned J. W. Smith thus states the rule:—"The opinion of witnesses possessing peculiar skill is admissible whenever the subject matter of inquiry is such that inexperienced persons are unlikely to prove capable of forming a correct judgment upon it without such assistance; in other words, when it so far partakes of the nature of a science, as to require a course of previous habit or study in order to the attainment of a knowledge of it." It is well established, however, that

although in such cases an expert may give his opinion upon particular admitted or proved facts, or even, perhaps, upon an hypothetical state of facts, he cannot assume the province of the jury, and affect to decide upon the general merits of the case; and this must be always so where a Lunacy doctor tenders his opinion based upon the testimony of others, whether communicated to him privately or tendered in open court. In truth, the question in an Inquisition of Lunacy is nearly always one in which the evidence of doctors is about the last that ought to be thought of. The issue invariably raised is one that ought to be settled only upon the evidence of ordinary men, and not upon the presumptions of medical theories. Dr. Winslow, indeed, referred to some case in which Lord Erskine was engaged during an entire day in examining a lunatic without being able to detect the elements of his insanity, until Dr. Sims, who was present, suggested a question relative to a special delusion of the witness. From this case Dr. Winslow desires to suggest an inference that doctors are the only safe discoverers of lunacy where it exists. But, in truth, the premises involve no such conclusion. It is not pretended that Dr. Sims, or any other doctor, could, by any special scientific method, discover the existence of a delusion; and even if this were possible, it would be for all practical purposes useless, as no jury ought ever to find a man to be of unsound mind, and, therefore, incapable of managing his affairs, upon such medical evidence, or upon any other evidence than that of ordinary persons.

Master Warren reserved his decision upon the objection taken by Sir Hugh Cairns; and on Thursday, upon taking his seat, said that—

A question was raised whether a skilled witness, such as Dr. Winslow, was entitled to express an opinion founded upon the evidence taken in court. He had ventured to decide that question in the negative, and he would now take the liberty to read, as the matter was one of considerable importance, a terse and cogent statement of the rule of law upon which he intended to act. In the case of Lieutenant Pate, tried some years ago before Baron Alderson, Dr. —, one of the medical witnesses, made the following statement:—"From all I have heard to-day, and from my personal observation, I am satisfied that the prisoner is of unsound mind." Thereupon Baron Alderson made the following observations:—"Be so good, Dr. —, as not to take upon yourself the functions both of judge and jury. If you can give us the results of your scientific knowledge upon this point we shall be glad to hear it, but while I am sitting on this bench I will not permit any medical witness to usurp the functions of both the judge and jury."

Rather more than a year ago there was a curious scene at the Old Bailey between two Barristers, who contended for the right to prosecute a prisoner. One had received the depositions which had been taken in the case, and was instructed to prosecute by the officers of the court. The other took his stand upon a brief delivered by the attorney of the prosecutor. The altercation which ensued in the presence of the Court was very edifying to the general public, and still more so to the legal profession. It then, for the first time, became generally known that some of the Old Bailey Barristers have clerks who allow agency fees to policemen and other touters for briefs, and also use the names of some outcast attorneys who haunt the region of Newgate. A recent correspondence which has appeared in the morning papers shows that this creditable practice flourishes with no less vigour at the Middlesex sessions, which are a sort of nursery—in more respects than one—for the Central Criminal Court. We shall not burden our columns with these voluminous and uninteresting communications. They show nothing more than that a very disgraceful state of things exists in connection with the Bar of both these tribunals. The most disreputable touting (such as would be anathematized by every member of the profession except the proprietor of the *Law Times*, who can hardly venture to reprove the practice after his recent fouting circular), the

cruellest disregard of the fate of prisoners, and an unblushing indifference to professional or public opinion, have long been known to characterize no inconsiderable proportion of the Old Bailey practitioners. Of course there is always a sprinkling of professional men who lament the Fate which mixes them up with such wretched "surroundings." But have we not a right to ask, when we read such a correspondence as recently appeared in the *Standard*, whether the Inns of Court, or whatever other body regulates the conduct of Barristers, have altogether abdicated their punitive functions, except in the case of persons who are likely to cause a special scandal by being branded as criminals? Is there no longer to be any etiquette at the Bar, or is the Old Bailey Barrister for ever to retain immunity from all professional punishment? If there be any truth in the statements which have recently been made about the manner in which some Barristers practising in criminal courts in the metropolis obtain their business—and we believe that the statements are hardly up to the whole truth—surely the time has come for the Bar to vindicate its own reputation by, at least, an endeavour to weed out such discreditable members from among its ranks.

THE Windham inquiry forces two questions upon our consideration. The first is—Ought the country to bear the judicial expences of such an investigation—or ought they not rather to devolve upon the litigant who in the result may prove unsuccessful? The other question is—Whether the English law ought not to adopt the rule of the Roman law in regard of "prodigals" or "unthrifths"? In France, and in most European countries, proceedings may be instituted by persons entitled by way of succession or as next of kin, to property, in the possession of one who is prodigally wasteful of it. But in England there is nothing to prevent a man from indulging in every species of absurd and wasteful extravagance—so long as it is impossible to prove him incapable of managing his affairs from unsoundness of mind. For obvious reasons, however, we postpone any further allusion to the subject until the termination of the present inquiry.

In reference to some observations about the copy-right of English authors in Canada, which recently appeared in these columns,* we have now to state that it appears that the Provincial Act, 10 & 11 Vict. c. 28, the provisions of which were inconsistent with the Imperial Act, 5 & 6 Vict. c. 45, was disallowed by her Majesty the Queen. The *Upper Canada Law Journal*, alluding to the subject, remarks that this fact does not seem to have been known to the commissioners who consolidated the Provincial statutes. They have incorporated all the provisions of the 10 & 11 Vict. c. 28, in the Consolidated Statute Book of Canada. This circumstance tends to make the position in Canada of English authors, who have not complied with the requirements of the Provincial Act, very embarrassing, unless such provisions are void by reason of their repugnance to the Imperial statute—as seems to be enacted clearly enough by the 3 & 4 Vict. c. 35, which confers legislative functions upon the Council in Assembly of Canada.

On Wednesday last the gaolers of the Metropolitan Debtors' Prisons made their third monthly return under the new law, showing the comparatively few inmates of the Queen's Prison, Whitecross-street Prison, and Horsemonger-lane Gaol. In the latter place they numbered under half a dozen, and in Whitecross-street Prison under 100, whilst the Queen's Prison contains very few inmates. The object of the new law has been to "make a clearance of the prisons," and it has been carried out. It was intimated some time back that persons get themselves arrested, and apply in *forma pauperis* to get out with but little expense in a few days. The

evil has gone to such an extent, that amongst other improvements one is contemplated in this respect.

MR. J. B. ASPINALL, of the Northern Circuit, has been appointed to the recordership of Liverpool, vacant by the decease of Mr. Gilbert Henderson. Mr. Aspinall has acted for several years as deputy recorder or assistant barrister.

MR. WILLIAM NEILSON HANCOCK, LL.D., formerly Professor of Jurisprudence in the Queen's College, Belfast, and Secretary to the University Commission and to the Endowed Schools Commission, and Mr. H. R. L. Vaughan Johnson, Barrister, of Lincoln's-inn, have been appointed secretaries to the commission for inquiring into the Law and Equity Courts in Dublin.

MR. CHARLES WOOLDRIDGE, the younger, of Winchester, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women for the city of Winchester and the county of Hants.

MR. PENNELL, the official assignee, has resigned. It is stated that the business formerly transacted by him will be divided equally between Mr. Graham and Mr. Stansfeld, the official assignees in Mr. Commissioner Evans's court.

MR. JAMES JOHNSTONE, the messenger in Mr. Commissioner Holroyd's court, has resigned. Mr. Johnstone has been an officer of the court, as assistant messenger and messenger, for the last thirty years. The business will be conducted by Mr. Dubois, the assistant messenger in Mr. Commissioner Evans's court.

COUNTY COURTS AND THEIR COST.

The recent Blue book on judicial statistics, and also a Parliamentary return just published, relating to the registrars and high bailiffs of County Courts, are worth a careful consideration on the part of those who feel an interest in the subject of Law Taxation. A paper read more than a year ago, by Mr. John Turner, before the Metropolitan and Provincial Law Association, and this Journal in an article on the statistics of the County Courts for 1859,* called attention to the startling disproportion between the cost of maintaining the present system of county courts, and the services rendered by them to the public. In round numbers it may be stated that the public exchequer is burdened with not less than a quarter of a million annually for these tribunals, while that portion of the public which contributes to their support in the shape of court-fees pays little less than £300,000 a-year. Mr. Turner has made a calculation, based upon Mr. Redgrave's return for 1859, showing that the State pays on an average the sum of £89 15s. 4d. for every cause tried—exclusive of fees levied by officers of the Court, and carried to the fee fund account. There can be no question that while the entire amount of debts recovered or collected during the year 1860, was not more than £902,739—the highest point which we believe has yet been reached—the expense attending the operation has considerably exceeded 50 per cent., of which the country has paid half. The average amount of each plaint has been found to be under £2 10s. The amount of the judgments obtained, exclusive of costs, was less than half the amount sought to be recovered; and of these judgments about one-third were by consent for the plaintiff. Another very important, although accidental, item of expense to the country results from the jurisdiction which county courts have for the imprisonment of debtors. Although the entire sum recovered on judgments in county courts during 1860 was, as we have seen, considerably less than a million, even this much was not accomplished without putting the country to the further

* *Ante*, p. 83.

* 5 Sol. J., 65.

expense of maintaining 6,955 debtors, who were committed to prison during that year. In 1859 the number of debtors imprisoned was 9003—22,399 warrants of commitment having been issued in 1860, and in 1859 the monstrous number of 27,284. It is not going much, if at all, beyond the truth when we say that for the past two years our county courts have cost—in addition to the half-million paid either directly by Parliament, or indirectly by suitors, as we have shown—as much as half a dozen regiments of the line. We have no exact means of estimating the enormous expense to the country which is involved in the maintenance of seven or eight thousand prisoners, but they are, probably, not less expensive than soldiers—taking into account the cost of the machinery for the discipline and government of both. Upon the whole it may be fairly asserted that the country would have saved money by paying every shilling of the £902,739 of debts which were recovered by county court judgments in 1860, instead of paying the costs which were involved in the recovery of this amount, as it has done.

The question then naturally arises—what are the compensations for this enormous outlay and for the abundant misery caused by the incarceration every year of so many thousands of English subjects? It is said that cheap and expeditious justice is brought home to every man's door—and this is all that is said by way of apology for the evils which we have pointed out. We have already shown how unfounded is the statement as to cheapness; and if it were worth discussing, that as to expedition could be dealt with in a like manner. The truth is, that the county courts administer the most expensive justice that is known in this country—the most expensive to the State and also to the suitor. That its "justice" should also be most unsatisfactory is what might have been expected from the character of these tribunals—from which professional men are practically excluded.

The present position of the county courts must soon lead to a deeper and more careful consideration of the question of Law Taxes than the subject has hitherto received from the Legislature, which has hardly ever yet attempted to discuss it upon principle. Upon what principle is it that the State undertakes to collect the debts of all the tally-men, hawkers, and usurious loan societies of the country, and pays for the privilege of exercising this creditable occupation not less than five shillings for every pound so collected? If there was any case in which the Government ought to make a revenue out of its tribunals, surely it ought to be in such as this. Or if it is the duty of the State to bear all the costs incidental to every judicature, how can it reconcile it to its conscience not only not to bear the expense of other tribunals, but to tax their litigants for the purposes of revenue? The Court of Chancery now possesses enormous sums which have been produced in this manner, and have even accumulated, notwithstanding the heavy drains upon these funds by annuities to ex-Chancellors, compensations to the Six Clerks, and the like. Why should the machinery of this court be encumbered with such heavy taxation while Parliament subsidises largely another class of tribunals, the objects of whose jurisdiction are not very different? There appears to be no reason why there should be a *bounty* on small litigations, or why the State should go to any expense for the collection of small debts—especially at a time when a considerable proportion of our criminals escape on account of an unwise economy in the appliances for their prosecution.

So far as our courts are intended for what are strictly public purposes they ought to be supported by the State and not by suitors; but so far as they are designed merely for the private and particular uses of litigants they ought to be left to pay the cost; and to no class of cases is the latter principle more applicable than to those which involve merely the enforcement of pecuniary claims. It is the duty of the State, no doubt,

to provide courts for the recovery of small debts but not at the expense of the public. There is no principle or reason whatever why the general tax-payer should have to pay a sum equal to twenty-five per cent. of all the litigated small debts of the country for their recovery—or rather for their collection. The action of the county courts has hitherto been most oppressive to poor debtors, entirely favourable to those who systematically make dishonest claims, of little use to any respectable or worthy section of the public, and, to crown all, monstrously, and beyond every precedent, expensive to the State. The time has certainly come for the reformation of this favourite achievement of so-called law reformers.

ON THE LAW OF TRADE MARKS.

No. IX.

(By EDWARD LLOYD, Esq., Barrister-at-law.)

OF THE CLASSIFICATION OF TRADE MARKS (continued).

I attempted in a former article (Sol. J. vol. 5, p. 627) to divide into three classes all the cases which are generally referred to in treating at large of the subject of trade marks. Distinctions were there drawn between those cases which relate to the use of a mark or name stamped on or otherwise incorporated with a manufactured article, or a label or wrapper attached to it, these being considered to be trade-marks in the stricter sense of the term; while, on the other hand, it was endeavoured to be shown that cases where the good-will of a partnership name or that which is attached to the occupation of a particular place of business was the subject of dispute—and another class in which property of a literary character, unprotected by copyright, had been infringed on—might fairly be considered as being governed by the same general rules as we shall see have been applied in the decisions in the first of these classes.

It is not my intention here to distinguish between those trade-marks which, as stamped on or interwoven with the manufactured article, are so inseparably attached to it, and those which, like a label or wrapper, seem to be of a more transient description. This is a distinction which, as I have before remarked, is made by the law of France; and it is quite worthy of consideration whether we should not, in any future project of legislation on this subject, adopt some of the provisions of that law. It might be done by establishing a registry of trade-marks, by which the formalities requisite for ensuring the property in the fixed stamp would be made somewhat more expensive, and the duration of the protection afforded would be greater than in the case of the label or wrapper. However that may be, and as I shall probably, in reviewing the provisions of a Bill brought into Parliament last session "to amend the Law relating to the Fraudulent Marking of Merchandise," have again to advert to this subject, it will be more convenient for my present purpose to consider all these cases under one head.

It will be remembered that the constant leaning of the Court of Equity has been to protect the right to use a trade-mark on the ground not of the existence of any property in a mark or name; for it holds that any manufacturer has a right to use whatever mark or name he pleases to distinguish his manufacture, but with this limitation, he must not use such a distinctive mark as will induce a purchaser to buy his article on the supposition that it is the manufacture of another man. A very old case—that of *Canham v. Jones*, 2 V. & B. 218—fairly illustrates what was at that time the view taken by the Court of such questions as these. The facts stated by the bill were, that the plaintiff was proprietor of the secret for preparing a medicine called "Velno's Vegetable Syrup," and that the defendant had imposed on the public a spurious composition under the same name, the sale of which he promoted by the use of the names of Velno and Swainson (the original proprietors

of the medicine), and by certifying that his medicine was the same as that of the plaintiff; and the prayer of the bill was for an account of the defendant's profits, and for an injunction. The Vice-Chancellor observed that the bill proceeded upon an erroneous notion of exclusive property subsisting in the medicine, and that if such a claim to monopoly in the sale of it could be maintained without any limitation of time, it became more valuable than a right by patent; but he said that the violation of right with which the defendant was charged did not fall within the cases in which the Court had restrained a fraudulent attempt by one man to invade another's property; to appropriate the benefit of a valuable invention in the nature of a goodwill consisting in the character of his trade or production established by individual merit; the other representing himself to be the same person, and his trade or production the same, combining imposition on the public with injury to the individual. This was, however, in the opinion of the Court, a very different case. The defendant had, indeed, used, as he rightly might, the name of the medicine as sold by the plaintiff, but it did not appear that he had done anything to induce a belief that his preparation was the same as that of the plaintiff, but one of as good quality; and so the bill was dismissed.

We may here more particularly note two expressions—first, that the Court, in deciding on these cases, will restrain what is now designated as a “fraudulent attempt to invade another man's property,” an expression only to be justified by admitting that notion of property in the combination of the article sold, and its distinguishing mark—a notion which I have before endeavoured to show does in truth reconcile the apparently conflicting dicta on this subject; secondly, that such an interest as we are now considering is “in the nature of goodwill,” and that, so far as the opinion of the Vice-Chancellor goes, I was justified in the analogy which I before attempted to draw between the two classes of cases, and in asserting that the principles which govern each were identical.

It will not be necessary for me now to consider *seriatim* all the cases relating to trade-marks properly so called. Many of them have been noticed by me before; and of the rest almost all contain especial points of interest, on which I shall hereafter remark. I will only, therefore, refer to what is, I believe, the latest case in the reports, that is *Welch v. Knott*, 4 K. & J. 747. The injunction here applied for was to restrain the defendants from using or selling soda-water in bottles similar to those in use by the plaintiffs, with the words and figures “J. Schweppe & Co., 51, Berner's-street, Oxford-street, genuine superior aerated waters,” or similar words and figures stamped thereon, and from using or selling soda-water in bottles having labels pasted thereon similar to or colourably imitating the plaintiffs'. It appeared that the solicitor for the plaintiffs had asked for and purchased at the defendant's shop a dozen bottles of soda-water, five of which were stamped like the plaintiffs' bottles, and had a label affixed to them of a similar colour to that used by them. The defence set up was, that the defendants were in the habit of purchasing lots of second-hand soda-water bottles, and also of receiving from customers old bottles in return for those which were sent out by them, and that in such a course of business they received not only their own bottles, but those of other soda-water manufacturers as well. It was stated by the defendants that this was done without any fraudulent intention on their part, and they had offered to give the plaintiffs a legal guarantee to discontinue the practice. The injunction (which had been obtained *ex parte*) was dissolved by Vice-Chancellor Wood on the special circumstances of the case. He considered it to be clear that the defendant could not be allowed to use the plaintiffs' bottles in such a manner as, in fact, to mislead the public, although there might be no intention on his part to mislead, and cited

Millington v. Fox, 3 My. & Cr. 338, in support of his opinion. His Honour continued by considering whether, in selling the soda-water in bottles like those of the plaintiffs, the onus was not thrown upon the defendant, of informing the public that it was not Schweppe's soda-water, and that he thought to be a question of much importance; though, the soda-water having been purchased by Mr. Chapple, the plaintiffs' solicitor, with a full knowledge that it was not Schweppe's, but of the defendant's manufacture, it was not one which he was then called on to determine. The conclusion to which he came was, that the sale was not only one in which there was not the most distant attempt on the part of the defendant to mislead, or to sell bottles as containing any soda-water but his own, but that in the whole transaction it was perfectly clear that the purchaser was not in fact misled into a belief to the contrary. Here was, in truth, no injury to the property of the plaintiffs, because there was no attempt on the part of the defendant to substitute his article and sell it as theirs. The same principle is maintained by a case which is not yet, I believe, to be found in the reports, before the same learned judge, on the 22nd June, 1861, namely, *Henderson v. Jorss*, where the plaintiffs had, since the year 1848, been in the habit of using a lion stamped upon certain cloths of their manufacture exported to China; while on another description of cloths they used the stamp of an elephant, and these goods were well known in the trade as “the lion chop” and “the elephant chop.” Here it was held by the Court that such stamps were marks of quality, and that there was such a colourable imitation of them as to injure the plaintiffs' trade by the greater cheapness of the inferior article as well as by loss of character in the market. Still the injunction granted was not to restrain altogether the use of such marks as the lion or elephant by any other parties than the plaintiffs, but to restrain the use of them in any manner which might represent the goods so marked to be the plaintiffs'. The Court will not undertake to say that there may not be such a use of any trader's mark as would be innoxious to him, and as, therefore, would not be fairly prohibitable. In principle this is, no doubt, just enough; but I am disposed to think that in practice it tends to much evil. It puts rival manufacturers to all sorts of shifts and ingenious devices to evade the terms of such an injunction, and may, no doubt, be hereafter cited as a rule and adhered to in cases where, morally speaking, it is impossible that any use of a specific trade mark should be other than fraudulent. This was the case in *Cartier v. May*, Vice-Chancellor Wood, July 12, 1861, where a perpetual injunction was obtained in the year 1859, for the breach or alleged breach of which a motion for committal was afterwards made, but was refused; and his Honour observed, when a motion was made before him on the date above to vary the terms of the injunction, “that since it had been granted there had been on the part of the defendants a series of ingenious devices to secure the misrepresentation without coming within the terms of the injunction;” so that in the end his Honour was obliged to make an order absolutely restraining the use of the words “cross cotton,” which were used by the plaintiff on his labels.

By registration I have no doubt many frauds that are now attempted would be restrained, and the adoption of such a system would afford a reasonable ground for giving new legal forms of protection to a species of property which would then be recognised and defined by a specific enactment.

The number of petitions for adjudication in bankruptcy registered in the Chief Registrar's office since the 12th day of October last up to a very recent period, is 300 under £300, and 599 above £300, in London. In the country districts during the same period, the number is 454, and in the county courts 734, making a total of petitions under the new Act of 2,087.

Recent Decisions.

EQUITY.

BREACH OF TRUST—EFFECT OF INDEMNITY CLAUSE IN WILL IN PROTECTING INNOCENT TRUSTEES.

Wilkins v. Hogg, L. C., 10 W. R. 47.

There is no matter of more serious importance in the social economy, in reference to the safety and the peaceable enjoyment of realized property, than the protection of innocent trustees from the consequences of the misdeeds of their co-trustees. The office of trusteeship, as everyone knows, is always anxious and never profitable. The persons whom it is desirable to appoint are those, who by evincing aptitude and energy in the management of their own affairs, seem to promise the use and advantage of similar qualities in fiduciary stewardship. It is often necessary, and generally expedient, to appoint at least three persons to the office. The persons beneficially interested in the settlement do not assume that each trustee will be equally energetic, or equally able to devote constant attention to the affairs of the trust. They are content with the presence, among the trustees, of one or two persons whose sanction and signature will be given whenever, in the course of circumstances, some interference or exercise of discretion by them may become expedient. That this is generally the intention of the parties to settlements is evident from the universal insertion in them of what are technically called trustee clauses; and it seems sufficient, on the one hand, to impose upon trustees the duties of paying over income, of looking to the careful and appropriate investment of principal monies or of accumulations of income, of expending a reasonable annual sum in maintenance, of exercising a troublesome and continuous discretion in the management of estates and monies; and, on the other hand (as a reasonable advantage to the trustees), to guarantee each trustee against liability by reason of the default or dishonesty on the part of his co-trustees who may use their authority as the means of fraud. But although these considerations appear to be rational, and although it is clearly unreasonable for any Court of Construction, when called upon to determine the mutual rights and duties of trustees and *certainis que trusta*, to ignore the clear stipulations of the settlement which is to be interpreted, yet it seems to be settled by the older cases, as Mr. Lewin remarks (Law of Trusts, 3rd ed. p. 117) that "the proviso" (for the indemnity of innocent trustees) "while it informs the trustee of the general doctrine of the Court, adds nothing to his security against the liabilities of the office," and further, "It is clear that, in later cases, the Court had considered it an immaterial circumstance whether the trust contained such a proviso or not." We think that our readers, whether members of the profession or not, will agree with us in regretting that the Court of Chancery has hitherto adopted the somewhat severe course of dealing with innocent trustees to which the quotation refers, and will, with us, perceive in the judgments of Vice-Chancellor Stuart (9 W. R. 688) and of Lord Westbury (10 W. R. 47) in the case of *Wilkins v. Hogg*, the propriety of determining that "it was clearly competent for a testator to define the duties of his trustees, and to say that they should not incur the ordinary liabilities incident to that office; and if so, the Court had no right to invest such trustees with a responsibility beyond that which the testator had thought it right to impose on them." We do not for a moment argue that it is not morally and technically right to hold trustees liable, who, having led the beneficiaries to believe that they were acting in and attending to the management of the trust property, upon some case of fraud on the part of co-trustees, nevertheless desire to shield themselves from personal liability for that fraud, on the ground that they were not actual parties to the perpetration of it. We admit that in a case like *Brice v. Stokes*, 11 Ves. 319, in which a trustee was charged, though there was the usual indemnity clause, and though he did not receive the trust moneys and signed a receipt only because, as Sir S. Romilly, in arguing the case, truly asserted, "it was indispensably necessary for him to join for conformity," the decision cannot be impugned, because the trustee who alleged himself to be innocent had permitted the wrongful retainer by his co-trustee for the fund for ten years, and could not plead ignorance of his duty to enforce the proper reinvestment of that fund. But with great respect for the learning of the present Master of the Rolls, we cannot help regarding his judgment in *Brambridge v. Brambridge*, 27 Bev. 5, as calculated to operate prejudicially and with undue severity. In that case there was a marriage settlement, and the power was to invest in good secu-

rity of freehold, copyhold, or leasehold estates or in government securities or parliamentary annuities, or funds in England. The indemnity clause was as follows:—"That the trustees shall be charged and chargeable only, every of them, for and with his and their own respective receipts and payments, acts, and wilful defaults, and not otherwise; and that they shall not be charged or chargeable with or for any sum or sums of money other than such as shall actually come to their respective hands by virtue of these respective presents (the joining in receipts for form sake notwithstanding), and that no trustee of these presents paying or consenting to the payment of money to a co-trustee thereof, with a *bond fide* intent to accelerate the performance of the trusts thereof, shall be responsible for the conduct or misconduct of the trustee receiving the same nor answerable for his application or misapplication of such money, or any part thereof," &c., &c. The suit was instituted by the children of the marriage against the innocent trustee, seeking to charge him with breaches of trust, whereby the trust funds had been lost. He alleged in defence that he took no more than a formal or nominal part in the trust, but he admitted that he had signed some receipts which enabled the receipt of part of the trust money, but he did not sign them until his co-trustee (the defaulter) had signed them. It does not appear that there was any denial of the truth of these statements by those who were interested in making such a denial, if possible, according to the principle enforced by the present Lord Chancellor in *Wilkes v. Greenhill*, 10 W. R. 34, viz., that "in dealing with trustees it must be assumed that they would do their duty honestly. It could not, therefore, be assumed that the person dealing with S. (the trustee in that case) was to consider that he would commit a fraud." In *Brambridge v. Brambridge*, therefore, the innocent trustee, who signed the receipts for conformity, and only acted formally, was, as between himself and his co-trustee, who was a defaulter, both enabled and obliged to assume that that co-trustee would do his duty honestly with the funds when received. On the other hand, the *certainis que trust*, as between themselves and the innocent trustee, were obliged to assume that he was formally doing his duty, and was not committing a fraud—which, in fact, he had no intention of committing, and which it was not by the plaintiffs alleged that he had committed. By the express provision of the indemnity clause "the joining in receipts for form sake" was not to prejudice or affect an innocent trustee, and "no trustee paying or consenting to the payment of money to a co-trustee, with the *bond fide* intent to accelerate the performance of the trusts, shall be responsible for the conduct or misconduct of the trustee receiving the same nor answerable for his misapplication of such money or any part thereof," the parties foresaw, intended, and made special stipulations, for the case of one of the trustees taking a formal and nominal part in the trust; and yet in spite of all this carefulness of foresight, this provision for identical circumstances, the express and full and particular indemnity of an innocent and formal trustee, the Master of the Rolls felt himself constrained to declare that this clause does not exonerate a trustee from the consequence of any acts by which the money has been misapplied. With great submission to his Honour's learning and power of interpretation we cannot help thinking he was not right in determining, in disregard of the obvious meaning and intention of the receipt clause, that the defendant is liable, "because, by signing the receipt he has enabled his co-trustee to obtain and misapply the trust-money." We prefer the Lord Chancellor's theory of decision, *in pari materid*, in *Wilkes v. Hogg*, and in both cases, as in that case with his lordship we say, "the indemnity clause was evidently intended to protect the trustees from the usual liability, both as to the mode of the investment of the trust property, and also from any misapplication that might be made of it by one of the trustees." And we are sure that practical men will much more readily than heretofore incline to and accept the troubles and anxiety of trusteeship, when they learn that the Court of Chancery has at length consented to give to every clause in settlements its plain meaning and proper weight, and, when they perceive that they can estimate their prospective obligations without technical knowledge of abstract rules, upon which we have seen that very learned gentlemen differ.

COMMON LAW.

PRACTICE AS TO NEW TRAILS.

Adams v. The Great Western Railway Company, Exch., 10 W. R. 84.

Any one who has attentively watched the course of the changes which have been gradually made in the last ten years

in common law procedure and practice—and, more particularly, the alterations which have been made in the rules of pleading—would reflect that one great object of those changes was to ensure that the substantial matter in dispute was disposed of on its merits, without unnecessary delay occasioned by the slips or inaccuracies of the litigants; and that to facilitate this object the most liberal powers of amendment had been entrusted to the judges both at chambers and *nisi prius*; while, again, the necessity for any amendments at all was diminished by allowing the greatest latitude in the statements of the parties. And he would argue that these objects could not in all probability be attained without danger of increasing the opposite evil of uncertainty; and in particular of causing cases to be disposed of at *nisi prius*, on points insufficient to determine the real matter in controversy between the parties. Hence, he would be naturally led to expect that one result of the changes would be a great increase in the applications for new trials; and, it is apprehended, that such has in point of fact taken place. A litigant who has obtained a verdict naturally exults in this fact, and believes all his troubles to be over; but this has never been altogether the case (we read of new trials granted, in the *year-books*), and it certainly is far from being so under the existing system. It is not intended here to impugn or to defend the practice of granting new trials. It needs no argument to show that, on the one side, such a course in certain cases is absolutely necessary: nor, on the other, that such a necessity is greatly to be lamented; and that by repeated trials, the delay, annoyance, and expense inseparable from all litigious proceedings, under the most favourable circumstances, to both plaintiff and defendant are deplorably increased. It is rather our intention shortly to explain the salient points of this branch of practice under the existing system; for which a favourable opportunity is afforded by the present case.

An application for a new trial, then, may be grounded either in respect of the ruling of the judge, or in respect of some circumstances not connected with such ruling; and this separates the whole subject into two natural divisions. All applications grounded on the ruling of the judge are of *right*, and do not depend on the pleasure of the Court out of which the record issues. If the jury have been wrongly directed in the judge's summing up, or if in the course of the case he has wrongly admitted some material piece of evidence, the party against whom the verdict passed is *entitled* to a new trial. Before the Common Law Procedure Act, 1854, however, he had no power to appeal if his application for such fresh trial was rejected by the Court out of which the record issued, as their decision was conclusive; and, therefore, if they agreed with the law laid down by the judge at *Nisi Prius*, the aggrieved party was wholly without remedy. It was to set right this abuse, that the 35th and following sections of the 17 & 18 Vict. c. 125, were framed; and now in all cases in which the application for a new trial is grounded on the illegal ruling of the judge there is an immediate appeal *as of right* (provided only a single judge dissents from the rule for a new trial being discharged); and even where the judges are unanimous in discharging the rule, an appeal may still be had if the majority of the Court choose to allow the case to be taken up to the Exchequer Chamber.

The other division, to which we have above referred, is of a miscellaneous character, and comprises the following grounds, which are those which most frequently occur in practice:—1. That the jury has misconducted itself; 2, that improper damages have been awarded; 3, that the verdict is contrary to the weight of evidence; 4, that the party applying was taken by surprise at the trial by the course taken by the opposite party, or the evidence given by the witnesses; and 5, that additional and material evidence has been discovered since the trial. And with respect to all of these the Common Law Procedure Act is silent, and consequently they are matters altogether for the discretion of the Court out of which the record issues; and this, though that Court, in disposing of the rule, has to determine a question of law as distinct from the course of the proceedings at the trial—as the misconduct of the jury, the amount of damages, and the like.

The ground of application in the present case—viz., that the verdict was *perverse*, may seem properly to range itself as one species of misconduct in the jury. Indeed, we know that in former times a jury who gave a wrong verdict was held to be criminally responsible, and proceeded against by *writ of attain*. But this was when a jury was, in reality, nothing more than a body of witnesses summoned to testify of their own knowledge as to the truth of the facts in dispute; and what is meant by the *misconduct* of the jury under the present

system does not refer to their giving a wrong verdict, in point of law, according to the evidence, but to their drawing lots, accepting bribes, and the like. What, then, is the meaning of a “perverse” verdict which shall be ground (subject to the discretion of the Court) for a new trial. This is a question which it is not easy to answer positively, as each case must depend on its own circumstances; but the present decision points out usefully what kind of verdict does *not* fall under the term.

The action was against a railway company as carriers, and the defendants paid a certain sum into court, which the judge told the jury was a sum which, under the circumstances, was sufficient to compensate the plaintiff for all he had lost. At the same time he informed them that the question of damages was one for the jury, and that they were to say if what was paid in was enough. In the face of this summing up, the jury found for the plaintiff a considerable sum beyond what had been paid into court. Under these circumstances the Court discharged the order for a new trial; saying that though they could not help seeing that the jury ought not to have given more than the sum paid in, the verdict was not *perverse* (on which ground alone the rule was moved for), because it was only against the judge's advice on the facts, and not contrary to his direction in law.

It should be added that the rule for a new trial could not in this case have been moved for on the ground that the verdict was merely *against the evidence*, as it is an invariable rule of the courts not to grant a new trial on that ground, if the sum recovered by the verdict was (as in the present case) under £20—a rule which has been adopted out of consideration to the parties themselves.

Correspondence.

WILL—MISTAKE.

As a general, or rather an invariable, rule, no omission in a will can be supplied by parol evidence: *Goss v. Lord Nugen*, 5 B. & A. 64, 65; and even letters and declarations of the testator are excluded: *Strode v. Lady Faulkland*, 3 Ch. Rep. 91; because the admission of any such evidence would defeat the policy and substance of the Wills Act, 1 Vict. c. 26, which requires subscription by the testator and witnesses in one another's presence. Even the evidence of the person who drew the will is inadmissible to prove that it varied from the written instructions given him by the testator: *Brown v. Selwin*, Cas. T. Talb. 240; 3 B. P. C. (Toml.) 607. *A fortiori* parol evidence is inadmissible to prove that the person who drew the will omitted some statement by mistake; *The Earl of Newburgh v. The Countess of Newburgh*, 5 Mad. 364. This general rule of testamentary evidence does not apply where children are in the first instance referred to as a class. If thus referred to, the subsequent omission of any one of them from a list professing to be exhaustive is not material; *Tomkins v. Tomkins*, cit. 3 Atk. 257; *Morrison v. Martin*, 5 Hare 507. If, therefore, in the case put by J. T. S.,* the sisters were first referred to as a class, the omission of the name of one does not deprive her of a share; but if they were not so referred to, the omission is fatal, and cannot be supplied by parol evidence; *vide “Jrman, on Wills,”* 3rd edition, vol. 1, pp. 348, 413; and vol. 2, p. 178. B.

DEATH OF VENDOR BEFORE COMPLETION OF PURCHASE.

J. T. S.,† stating that A. contracts for the sale of an estate to B., and dies before conveyance executed, leaving a will dated prior to the contract, specifically devising the same estate to C. and D. as tenants in common, and devising all estates vested in him as trustee to E. and F.—asks:—In whom does the *legal* estate in the premises vest?—In C. and D., or in E. and F.?

In law, the will is not revoked by the subsequent contract for sale, therefore C. and D., the specific devisees, take the legal estate, since the specific devise excludes the operation of the devise to E. and F. The subjoined quotation from Jarman on Wills, 3rd ed., p. 152, is a very recent authority:—“Where the testator contracts to sell the devised estate, and dies without having executed a conveyance to the purchaser, the devise remains in force as to the legal estate, and no further, this being all the interest which the testator has power to dispose of at his decease, and the conversion as between the real and per-

* *Ante*, p. 130.

† *Ante* p. 130.

sonal representatives being completely effected by the contract (supposing it to be a binding one) the devisee takes only the legal estate; and the purchase money constitutes part of the testator's personal estate. Cases referred to (*Farrar v. Lord Winterton*, 5 Beav. 1; *Moor v. Raistock*, 12 Sim. 123; *Ex parte Hawkins*, 13 Sim. 569, and see *Knollys v. Shepherd*, cited in *Wall v. Bright*, 1 J. & W. 499; affirmed in D. P. Sugd. Law of Prop. 223; *Re Manchester, &c., Railway Co.*, 19 Beav. 365; see also Sugd. V. & P. 11th ed. 210; and Dart's Compendium, 2nd ed. 137. These evidently, when applied to this question, point to the specific devisees as owners of the legal estate.

R. P.

The facts upon which "J. T. S." has founded his query are not stated with sufficient distinctness. To preclude his having the trouble of a new assignment of the point, however, I shall assume that the contract for sale was in writing, and signed by the vendor according to the requirements of the 18th section of the Statute of Frauds. In this case there was a revocation of the will *pro tanto* in equity, but the legal estate would have gone to the specific devisees. As, however, the testator also devised such estates as he held in trust to E. and F., these now have the legal estate, and the specific devisees under the old will lose their legal estate. The prior devise to them, therefore, was completely revoked, not by the contract, as J. T. S. puts it, but by the contract and the will.

B.

INCORPORATED LAW SOCIETY.

I think every country attorney will agree with what your correspondent, who signs himself "A Solicitor," has written in your last number.

If the Incorporated Law Society wish to increase their numbers (and it is very desirable that they should do so), why not at once reduce the admission fee for country attorneys to £1 and the annual subscription to 10s.? This will be the way to do it, and the sooner it is done the better.

ADVOCAT.

POSSESSION OF HOUSE FOR PURPOSE OF LETTING IT—REFUSAL TO GIVE UP POSSESSION.

A man is put into an empty house to show it and endeavour to let it, and is to have something when it is let. He is seldom there when people go to see it, and his remarks and conduct tend to show that he is not desirous of letting it at all, but retaining it for the use of himself and family. He now declines to give up possession unless he receives a comparatively large sum for so doing. What is the landlord's remedy? Presuming the man to be a "tenant at will" can the landlord eject him *forcibly*, after demanding possession, or should he bring a tedious (and it may be expensive) action of ejectment, or could a magistrate help him? A practical reply in your next from yourself or your readers or subscribers will be esteemed a favour by

A LAWYER.

THE TRENT.

Mr. C. Clark seems to omit one thing as to the conduct of England in taking her sailors out of American vessels—that the case stands alone. It is not pretended that the sailors were contraband of war, or gave any right of seizure or condemnation; and if England did not adopt this course, she had no other remedy—it was an exceptional case, and required an exceptional remedy—the rules of war or peace did not seem to apply to it, and only, therefore, the old rule of "the strongest."

G. F. H.

THE "SOLICITORS' JOURNAL" AND "LAW TIMES."

We have received from a subscriber the following communication:—

36, Mark-lane, London, E.C.,
1st January, 1862.

The "reply" in the extra number of the *Law Times* of December 18 is positively disgraceful, and will make me (and no doubt many others) stand by and support your paper more determinately than ever, and I hope add many new subscribers to it. I am not generally desirous of appearing in print, but if your remarks on this subject are not too late and of any use, you are at perfect liberty to use them, having been a subscriber *ab initio*.—Yours faithfully,

C. J. WAGHORN.

VALUATION OF REVERSIONS.

Few duties are more irksome than those of an advocate called upon to plead in a cause wherein a disappointed heir claims the annulment of a transaction which took place between himself and another, when he, as an expectant heir, sold his reversionary interest in a property that, in the course of nature, but at an unexpectedly early period, has subsequently fallen away from him into the hands of his *quondam* "friend."

The unpleasantness of the advocate's position in such a case, arises from the fact, that recognised authorities upon the subject of the worth of a reversion, have treated the question by a method, and in a manner, unsatisfactory to themselves and repulsive to the naitivated; and the honest advocate finds the subject, in its ordinary phases, repugnant to his common sense, as well as to his moral feelings.

Taking, for instance, the simplest case—that of an absolute reversion to a capital sum upon the death of a person of a certain age. The heir has, under the pressure of difficulties, surrendered his right to a richer or more provident man, who, adopting the ordinary course of business, has used Inwood's or Willich's, or some other popular tables, and, after deducting a sum sufficient to cover all expenses, has paid what, at the time, may have appeared to the vendor an inadequate sum, yet an amount which, in the multiplicity of such transactions, is found delusive to the expectations of the purchaser.

The vendor's disappointment generally arises from the decrease of his relative happening at an earlier period than was anticipated; in which case he finds he has made a bad sale: and forgetting that the transaction itself was based upon a calculation of averages, and that his disappointment is an exceptional case, and one that, on the principle of averages, must fall upon some among the many who have recourse to the aid he has sought in order to balance losses arising in opposite cases, he looks upon himself as an injured man, and takes proceedings against the purchaser, to compel either further consideration or a rescinding of the transaction. The purchaser's disappointment arises not only upon this isolated case, but upon the average result of all his transactions; when he finds that, instead of realising, as the tables led him to expect, compound interest, he has not secured even simple interest at the rate for which he made his calculations.

The fundamental error in all these transactions, is the fact that the ordinary tables of annuities and reversions have been calculated on the assumption that money may be for long periods, and with certainty, invested at compound interest at any rate required. The remedy must rest in the promulgation and adoption of right principles and correct tables. An example will show clearly the necessity for some action in this direction.

A reversioner, entitled to the capital sum of £1,000 on the decease of a person aged 52, offered his reversion for sale, and actually sold it for £950, complaining, at the same time, that the purchaser had taken advantage of his necessities. The buyer, using one of the ordinary tables, had given the average value of such a reversion at 6 per cent., deducting a trifle for expenses. The actual value of the reversion, to pay the purchaser interest at 6 per cent., was not more than £176; a little over half the price paid.

The theoretical value of £1 in reversion after a given life, is found by deducting from the value of £1 due a year hence, the product of the value of an annuity on the life by one year's discount on £1; and the error resulting from the use of this rule and of the ordinary tables, consists in the adoption of the absurdity of supposing money capable of safe investment, and annuities purchasable at any rate of interest you please.

The real practical value of £1 in reversion, is the present value of £1 due a year hence at the rate of interest required, less every charge that must be incurred to secure the interest and the ultimate payment of the capital sum.

In the case before us, the real value, to pay the purchaser 6 per cent. interest, should be found thus:—

From the present value of £1,000, due one year hence at 6 per cent.	£943.996
Deduct the cost of an annuity of the interest (£56.604) for the life. This annuity may be bought for about 13½ years' purchase, or	764.154

179.242

Deduct for expenses . . . 3.242

The utmost value is . . . £176.900

A purchaser giving this price would have the option of

buying the annuity, and so securing himself and making his case good in the event of after dispute; or he could take the risk, and stand in the position of granting to himself a similar annuity on the life at 3 per cent. In the former case he would during the continuance of the life, receive his interest annually, from the office of which he purchased the annuity; and, at the end of the year in which the life drops, he would receive £1,000, repaying his outlay with the current year's interest. In the latter case he would, if his business were sufficiently large to secure average results, attain the same end so long as his ability to conduct such business continued; but he would leave a tangled web to his heirs. If it were possible to purchase, or politic to grant, annuities at high rates of interest, the ordinary tables would be of some certain use; but they really are a delusion, as the following will show. In the case under consideration—

£1,000 discounted for a year at 6 per Cent. is worth	£943.396
The ordinary tables suppose an annuity of the interest (£56.604) may be bought or granted on the basis of compound interest at 6 per Cent., and make a deduction of about 10½ years' purchase	580.191

£363.205

But the assumption, that such an annuity may be bought, is absurd and contrary to all experience. The price of an annuity on a life aged 52, varying, at the offices, from 12½ to 15½ years' purchase.

Considering the above facts, I have prepared tables for the purpose of enabling persons dealing in properties of this description to determine the correct value of reversions, and give below a few figures, showing the amount of error in favour of the vendor, arising from the use of the popular tables of the day:—

Value of Reversion to £1 after a given Life.

Age	According to the Northampton Tables, as given by Jones, Inwood, &c.	According to the Carlisle Tables as given by Inwood, Willich, &c.	Correct Value on the Carlisle Basis, as given in Biden's Tables, p. 93.
	At 4 per Cent.		
20	.345	.25526	.25532
30	.393	.31338	.31338
40	.454	.38177	.38178
50	.528	.46657	.46658
60	.614	.58998	.58987
		At 5 per Cent.	
20	.285	.19919	.19919
30	.330	.25128	.25129
40	.389	.31476	.31477
50	.463	.40904	.39714
60	.553	.52661	.52667
		At 6 per Cent.	
20		.16028	.16028
30		.20641	.20642
40		.26404	.26404
50		.34164	.34164
60		.47335	.47336
70		.60388	.60389
80		.72501	.72502

These figures will, no doubt, startle some persons out of a dream of security; but, in the interest of large numbers of contributors to funds employed in the purchase of reversions, it is surely better that the truth should be known, and that examination should be made into the data and principles upon which business is transacted, in order that sufficient data and sound principles may be adopted; than that the error should go on unchecked, and instead of a permanent investment at say 5 per cent., depositors and shareholders should find their funds exhausted in the temporary maintaining of a system that is radically erroneous.

12, Hart-street, Bloomsbury-square. WM. D. BIDEN.

Ireland.

The shifting of county chairmen which followed the retirement of Mr. Corballis left King's County vacant. This vacancy has been filled by the appointment of Mr. F. W. Brady, Q.C.,

son of the Lord Chancellor. It is but a third-class county, worth £600 a-year, some of the first-class counties being worth £1,000. When a vacancy occurs, the Government avails itself of the opportunity to advance county judges of high standing to better positions, giving the least important to the last man appointed.

It is stated that Mr. Moody, Q.C., is about to resign the chairmanship of the county of Cork, on account of continued illness.

It was reported that Alderman Joynt had been appointed to the office of Clerk of the Crown for Limerick; but it was afterwards intimated that another most respectable solicitor, who has the strongest claims on the Government, will obtain the appointment.

The Attorney-General has appointed Mr. Pierce Kelly local Crown solicitor for the county and city of Waterford. Mr. Kelly has been for many years a most respectable solicitor in Waterford.

Foreign Tribunals and Jurisprudence.

FRANCE.

The grand banquet given by the members of the Paris bar to M. Berryer, on the occasion of the 50th anniversary of his inscription as one of that body, took place on Thursday, the 19th inst., in the large room known by the name of the Salon des Arts, in the Rue de Provence.

The table was arranged in the form of a horse-shoe, and covers were laid for 250. At seven o'clock the guests took their seats. M. Berryer occupied the President's chair, having on his right M. Devienne, First President of the Imperial Court, and on his left M. Dupin, sen. Opposite M. Berryer was M. Jules Favre, the present Batonnier, supported by M. Delangle, ex-Batonnier of Paris, and M. Benoit Champy, President of the Tribunal of the Seine. Near M. Berryer, after M. Devienne, were M. Marie, ex-Batonnier, the Batonniers of several of the large towns of France (a number of whom had been specially invited), and other leading members of the Paris Bar; and after M. Dupin was M. Chaix d'Estange, M. Boivinwillers, M. Desboudet, M. Lachaud, M. Baroche, M. Plocque, M. Morron, M. Duvergier, M. Desmarest, M. Templier, M. Odillon-Barrot, M. Royer-Collard, &c. At the dessert M. Jules Favre rose and proposed M. Berryer's health, giving at the same time a sketch of the legal career of their honoured guest. The toast was drunk with the most enthusiastic applause, which only served to increase the agitation and emotion under which M. Berryer had been overpowered during the whole time of dinner. He rose and attempted to address the company, but tears and emotion prevented him from being audible. At length he remarked that some one had recommended him to write out his speech, but, said the learned gentleman, "of what use would that have been, for I could not see to read it?" Having expressed his gratitude in broken sentences, he sat down, overpowered by the thunders of applause which followed his last words. M. Marie next rose, and in an appropriate speech gave a toast, "To the fraternal union of all the Bars of France, and to the unity of the Paris Bar." The toast was drunk with all the honours, and was replied to on the part of the provincial Bar by M. Pervinquiere, of Poitiers, who proposed, "The Bar of Paris."

The evening passed off with the utmost cordiality.

A commission has been established at the Ministry of Commerce, composed of eminent lawyers, members of the Council of State, and retired consuls, for the purpose of preparing a revision of the Criminal Code. Several of the articles of that code are no longer applicable, in consequence of the great changes which have taken place in the mode of transacting business in France. It is said that the law of 1856 on joint-stock companies is to be the subject of a very minute examination. It is not expected, however, that the proposed changes can be accomplished without bringing the subject before the Corps Legislatif.

The Tribunal of Commerce of the Seine has decided that a railway company which has for years past carried bulky merchandise weighing less than 200 kilogrammes per cubic metre, cannot legally raise its prices to those fixed by the ordinary tariff for such goods without giving the trading public at least one year's notice, as required by the regulations annexed to the tariff.

AMERICA.

It seems impossible to form any certain opinion of the manner in which the American Constitution will work at the present crisis. By law everything depends on the option of the President. He might, we believe, give an answer to Lord Russell without consulting any one whatever, and brave all consequences. Probably he will hardly venture to do this. He is cautious and conscientious, though puzzled, overwhelmed, and perhaps bewildered by his position. But he would not wish to act on his own judgment if he could help it. In such a case what reasonable man would wish it? He has England before him; he has the mob behind him; and one or other of these he must brave; and, in a conflict with either, even the most courageous statesmen might naturally welcome a reasonable shelter. In conformity with the practice of the United States, as far as common practice could be considered applicable at this moment, the President might not improbably consult the Diplomatic Committee of the Senate, which possesses large though vague powers over the foreign relations of the Republic. But some very well-informed Americans who know the President intimately consider that, as this point is a legal one, he is rather likely to consult the Supreme Court, and to be guided by their decision. The President's mind is, by acquired habit, and perhaps by natural disposition, legal, and he may prefer to have the decision of the judiciary to that of any body whatever. The Supreme Court is, indeed, in a curious position. Several of its Southern members have adhered to the North, in spite of threatened personal penalties, and menaced, if not actual, confiscation of property. What views these and the other members of the Court may take of the case of the *Trent*, if it be submitted to them, it is difficult to say; but the reputation of the Court has ever been high, and in Mr. Lincoln's peculiar position, with his responsibilities, and amid his dangers, he would, perhaps, could, do no better than shelter himself behind it.

The following passages are extracted from the recent Message of President Lincoln:—

THE VACANCIES ON THE BENCH OF THE SUPREME COURT.

"There are three vacancies on the bench of the Supreme Court, two by the decease of Justices Daniel and McLean, and one by the resignation of Justice Campbell. I have so far borne making nominations to fill the vacancies for reasons which I will now state. Two of the outgoing judges resided within the States now overrun by revolt. So that if successors were appointed in the same localities they could not now serve upon their circuits; and many of the most competent men there probably would not take the personal hazard of accepting to serve even here upon the Supreme Bench. I have been unwilling to throw all the appointments northward, thus disabling myself from doing justice to the South on the return of peace, although I may remark that to transfer to the North one which has heretofore been in the South would not with reference to territory and population, be unjust."

THE WESTERN CIRCUIT TOO LARGE.

"During the long and brilliant judicial career of Judge McLean his circuit grew into an empire altogether too large for any one judge to give the courts therein more than a nominal attendance—rising in population from 1,470,018 in 1830, to 6,151,403 in 1860. Besides this the country generally has outgrown our present judicial system. If uniformity was at all intended the system requires that all the States shall be accommodated with circuit courts, attended by supreme judges; while, in fact, Wisconsin, Minnesota, Iowa, Kansas, Florida, Texas, California, and Oregon have never had any such courts. Nor can this well be remedied without a change of the system because the adding of judges to the Supreme Court, enough for the accommodation of all parts of the country with circuit courts, would create a court altogether too numerous for a judicial body of any sort, and the evil of it be one that will increase as new States come into the Union. Circuit courts are useful or they are not useful; if useful no State should be denied them; if not useful, no State should have them. Let them be provided for all or abolished as to all."

MODIFICATIONS OF THE SUPREME COURT.

"Three modifications occur to me, either of which I think would be an improvement upon our present system. Let the Supreme Court be of convenient number in every event."

"Then, first, let the whole country be divided into circuits of convenient size; the supreme judges to serve in a number

of them, corresponding to their own number, and independent circuit judges be provided for all the rest."

"Or, secondly let the supreme judges be relieved from circuit duties, and circuit judges provided for all the circuits."

"Or, thirdly, dispense with circuit courts altogether, leaving the judicial functions wholly to the district courts and an independent supreme court."

REMEDY FOR THE PRESENT INCONVENIENCES OF THE STATUTE LAWS.

"I respectfully recommend to the consideration of Congress the present condition of the Statute laws, with the hope that Congress will be able to find an easy remedy for many of the inconveniences and evils which constantly embarrass those engaged in the practical administration of them. Since the organization of the Government Congress has enacted some 5,000 Acts and joint resolutions, which fill more than 6,000 closely printed pages, and are scattered through many volumes. Many of these Acts have been drawn in haste, and without sufficient caution, so that their provisions are often obscure in themselves or in conflict with each other, or, at least, so doubtful as to render it very difficult for even the best informed persons to ascertain precisely what the Statute law really is. It seems to me very important that the Statute law should be made as plain and intelligible as possible, and be reduced to as small a compass as may consist with the fulness and precision of the will of the Legislature and the perspicuity of its language. These, well done, would, I think, greatly facilitate the labours of those whose duty it is to assist in the administration of the laws, and would be a lasting benefit to the people by placing before them in a more accessible and intelligible form the laws which so deeply affect their interests and their duties."

THE ACTS OF CONGRESS TO BE CONDENSED INTO ONE OR TWO VOLUMES.

"I am informed by some whose opinions I respect that all the Acts of Congress now in force, and of a permanent and general nature, might be revised and rewritten, so as to be embraced in one volume, or at least two volumes, of ordinary and convenient size, and I respectfully recommend to Congress to consider the subject, and, if my suggestion be approved, to devise some plan as to their wisdom shall seem most proper for the attainment of the end proposed."

CIVIL JUSTICE SUPPRESSED BY THE REBELLION.

"One of the unavoidable consequences of the present insurrection is the entire suppression in many places of all ordinary means of administering civil justice by the officers and in the forms of existing law. This is the case in whole or in part in all the insurgent States; and as our armies advance upon and take possession of parts of these states the practical evil becomes more apparent. There are no courts nor officers to whom the citizens of other States may apply for the enforcement of their lawful claims against citizens of the insurgent States, and there is a vast amount of debt constituting such claims. Some have estimated it as high as 200,000,000, dollars due in large part from insurgents in open rebellion to loyal citizens who are even now making great sacrifices in the discharge of their patriotic duty to support the government."

Reviews.

The Law Relating to Railway Accidents (including an outline of the liabilities of railway companies as carriers generally), concisely discussed and explained. By HENRY ANDREWS SIMON, Esq., of the Middle Temple, Barrister-at-Law. London: V. & R. STEVENS, SOHS, & HAYNES. 1862.

The author observes in the preface of this work, that "It is no easy task to treat a large subject concisely," and that he "has felt that difficulty throughout." We altogether concur with him in these observations, as also, indeed, in his subsequent statement, that he has endeavoured to grapple with it, and that, as he so trusted, his efforts have not been altogether unsuccessful. This neat little handy-book contains four chapters. The first treats of the liability of railway companies for accidents to passengers, and their duties in respect to passenger traffic and luggage. It gives Lord Campbell's Act, 9 & 10 Vict. c. 93, *in extenso*, as also an exceedingly good and succinct commentary on it. This Act, as our readers are aware, was the first occasion on which the law receded from the unhappy maxim, "*Actio personalis moritur cum persona*," and enabled the representatives of persons accidentally killed to

recover compensation from the authors of the accident. The observations of Mr. Simon on this Act and the leading cases which have been decided under it, are, though brief, very judicious and important. The second chapter treats of railways, considered as common highways, *sub modo*, their remedy for tolls and rates, their power to make bye-laws, and the jurisdiction of the Board of Trade over railway companies. The third chapter enters on the subject of the rights and liabilities of railway companies considered as carriers for hire generally. This is a branch of law which has been ably treated of by Story and Angell in America, and more recently in England by Mr. Powell. It comprises, the 11 Geo. 4 and 1 Will. 4, c. 68, "the Carriers' Act," which was passed for the purpose of mitigating the severity of the common law in respect to common carriers, and also the 17 & 18 Vict. c. 31, "The Railway and Canal Traffic Act, 1854." The concluding chapter relates to procedure; it describes the parties entitled to sue railway companies in their capacity of carriers, points out the evidence that should be produced in case of disputed liability, and explains the principle on which damages ought to be assessed by the jury.

We regret that the author did not enter more minutely into the various legal questions of which he has treated in the little book before us. In its language, style, and arrangement it is exceedingly good, and shows that the writer was competent to have taken higher ground, and to have discussed the law of carriers in its more important juristical relations. The book contains only 100 pages, and could not, therefore, have comprised the whole law of railways. The author had originally intended, as he informs us in the preface, "to confine this little treatise to the important subject which furnishes its title; but," he adds, "reflection convinced him, that, in order to render the work practically useful to the public at large, a brief outline of the duties and liabilities of railway companies as carriers generally was requisite." We do not concur with him in the latter statement. A writer treating of railway accidents alone would find sufficient topics for a formal treatise, and could, also, elucidate his positions by numerous cases. The work before us, as it stands, is neither a complete treatise on railway accidents nor on railway companies considered as common carriers. We confess, however, that it is very neatly done; it abounds in cases, and, small though it is, seems likely to be a useful *vade mecum* for those who may not equally desire to purchase a more expensive book. The literary merits of this little brochure are very considerable. Its legal ones are likewise of some value, and it contains a copious index.

A Pocket Digest of Stamp Duties, and a Classified Summary of Judicial Decisions thereon. General directions on Stamped Instruments; and an Appendix of Stamp Acts, Tables of Duties, Index of Cases, &c. By T. B. VACHER. Fifth edition. Vacher & Sons. London. 1862.

A Practical Compendium of the Stamp Duties now payable, and of the Enactments and Regulations in Force, and the Practice, &c. affecting them; with Appendices containing Descriptive Tables of Statutes relating to Stamp Duties. Witherby & Co. London.

Among the many abortive attempts at codification which were made by the late Statute Law Commission was one which had for its object the consolidation of all the statutes relating to stamp duties; and unless we are mistaken progress was made as far as a draft Bill for this purpose. The statutes which directly or indirectly relate to the subject number probably more than 200; those expressly imposing stamp duties exceed one half of this number. It is obvious, therefore, that any skilful digest of all these must be extremely useful; and this we certainly have in the little work of Messrs. Vacher & Sons, which is executed with great care as well as skill. Its plan is to make such an arrangement of the enactments as will facilitate ready reference, and to give a summary of the leading decisions upon all the principal points; and this has been accomplished in a manner entirely satisfactory. The book is not intended either as a treatise or a perfect digest of the cases cited, but rather as a convenient index, together with a sufficient epitome of each case. The notion is a good one, and might well be applied to other subjects of importance in general practice.

The following is an epitome of the principal enactments relating to the stamp duties which have been passed of late years:—

"The 13 & 14 Vict. c. 97, prescribes definite rules for assessing the Duties on Transfers of Mortgage, with or without a further

charge, further security, &c., and on leases; and it has removed doubts which were previously of frequent occurrence, by making duplicate instruments and progressive duties respectively subject to uniform rates.

"Great security to holders of property has also been afforded, by empowering the Commissioners of Stamps to declare and certify, that the duty of any particular instrument is sufficient.

"The assimilation of duties in England and Ireland, and permitting documents relating to property in Great Britain and Ireland to be stamped either in London or Dublin, have obviated some acknowledged inconveniences.

"The admissibility of unstamped or improperly stamped instruments as evidence in courts of law, is no longer left in uncertainty. In *criminal* proceedings, the 17 & 18 Vict. c. 83, enacts that all such instruments shall be admitted in evidence although "the stamp required by law" may be wanting. And in *civil* causes, the "Common Law Procedure Act, 1854," imposes on an officer of the court the duty of pointing out deficient duty, and of requiring immediate payment of the duty and penalty.

"Some doubtful cases of liability to progressive duty, and of duty on duplicate deeds, have been set at rest by 24 & 25 Vict. c. 91; which directs that, as regards instruments charged with any duty since 13 & 14 Vict. c. 97, and in the absence of express provisions, these duties shall also be chargeable as if the principal duty on the instrument had been imposed by 13 & 14 Vict. c. 97.

"On the appointment of new trustees, where, from the property being of various kinds, or held under different titles, several deeds are required, one only of them is now chargeable with 35s. duty, and the others with the smaller duty payable on duplicates.

"The assignment or surrender of a lease for a term exceeding thirty-five years, not on sale or mortgage, now only requires the duty chargeable on a similar lease; with a maximum of 35s.

"The duty on agreements under hand, and on letters offered in evidence to prove an agreement, is reduced to 6d. and 1s. respectively. And agreements, or leases, of furnished houses for a period less than a year, are now subject to a small duty of 2s. 6d. in lieu of that on leases in general.

"Adhesive stamps are permitted on instruments of insurance, and contract notes, and for the above duties of 6d. and 2s. 6d. on agreements. And an authorised officer of inland revenue, at the discretion of the commissioners, may affix and cancel adhesive stamps.

"Bankers are also authorised to affix and cancel adhesive stamps on paying unstamped drafts; though this does not relieve the person who ought to have affixed a stamp from the penalty of neglect.

"The duties payable on bills, notes, drafts, and orders, drawn out of, and payable or negotiated in, the United Kingdom, have been more clearly defined. And *bona fide* holders of foreign bills are provided with a safe remedy against any neglect of the original negotiator in omitting to cancel an adhesive stamp.

"The restriction prohibiting drafts on bankers under 20s., and printed dates on bankers' promissory notes, are both removed.

"Policies of insurance and Bank powers of attorney for small amounts, and protests, are also reduced in duty. The reduction of duty on proxies has been extended to those used for meetings of charitable or educational institutions, as well as joint stock companies. And the use of adhesive stamps for proxies in general is allowed.

"The law of domicile, on which so many intricate questions of probate, legacy, and succession duty have arisen, has been much simplified by 24 & 25 Vict. c. 114 and 121.

"The 24 & 25 Vict. c. 77, provides relief for officers and members of corporations whose appointments or admissions have not been provided; are lost; or are not duly stamped; and indemnifies them from any disability or penalty incurred; if such error be rectified, by payment of double stamp duty before 25th March, 1862, or within the then session of Parliament.

"Upwards of 800 Acts or parts of Acts, which had ceased to be in force, have been repealed by 24 & 25 Vict. c. 101; including forty relating to stamp duties."

The compendium of Messrs. Witherby & Co. is what its title professes to be. It appears to be accurate and complete. It contains, however, very few references to authorities, but in an appendix to it is comprised a useful table of statutes imposing or affecting stamp duties since the passing of the General Stamp Act of 1815.

LAND TRANSFER BY REGISTRATION.

Our readers have already had an opportunity of reading the very able lecture of Mr. Allport, on the proposed attempt to introduce into Tasmania, the colony where he resides, the system of land transfer which has recently been adopted by the legislature of South Australia. The entire subject of the law of real property in its relation to the transfer of land has been so exhaustively treated by Mr. Allport—who is himself a solicitor of large business and great experience in Tasmania—that we have no hesitation in now publishing a series of further contributions from him upon this interesting topic. There is hardly a line of what he has written that is not as interesting to English solicitors as it is to the colonial brethren of Mr. Allport. In these papers Mr. Allport assumes that any one who reads them has previously read his lecture. Starting from the ground which he took there he writes as follows:—

The main objects of the law of real property are—

- 1st.—Safety, or security of title.
- 2nd.—Certainty, by which our rights are so defined as to prevent litigation.
- 3rd.—Disposing power, or the right to do as we please with our own.

REGISTRATION OF DEEDS.—NEW PLAN SUGGESTED.

As regards safety, I can scarcely conceive any human institution more perfect than the English law of real property, save in one particular. A forged conveyance or mortgage may be regarded as a thing unknown, but frauds are occasionally committed by the suppression of deeds affecting land. To prevent such frauds is the main object of the registration of deeds, and our first step in advance of the English law was the establishment of our present register system in the year 1827. As years have rolled on, however, and our population has increased, the necessary searches have become more troublesome, expensive, and uncertain, and when I read Mr. Torrens' book, I felt the truth of what he wrote, viz., "that our system of registration must sooner or later break down with its own weight; and that it could not be successfully applied to an old or populous country."

If search be made for incumbrances affecting land which has been transferred five or six times (say within thirty years) one of the parties to be searched against will probably bear some common name, say for example William Smith. In this case the name of William Smith must be found wherever it occurs in the index, during his tenure of the land, and it may occur fifty times. The number of every memorial standing in the name of William Smith must also be noted, and every such memorial must be referred to and in part perused. The result will probably be that forty of the memorials examined will refer to some other William Smith and that the remaining ten will have reference to other property. I felt that if this evil could not be remedied, it might, in time, become so burdensome, as almost to justify a substitution of registration of title, for registration of deeds; but fortunately the remedy is easy and can be effected without cost.

For this purpose an Act has been prepared and is now before parliament; such Act providing that *when a deed is registered the number of the last preceding deed, which had reference to the same property, shall be written at the top of the deed and memorial presented for registration; and that the number of the newly registered deed shall be written at the back of the memorial, indicated by the number at the top of the deed.*

If this system be adopted, and if William Smith (claiming under a deed No. 5000) conveys to Thomas Jones by deed No. 20,000, then a person purchasing, and searching for incumbrances, would merely refer to memorial No. 20,000 and, if he found no number endorsed, he would know the land to be free from incumbrance. He would then turn to the top of Jones' memorial, which would refer him to Smith's memorial, No. 5000, and if the only number endorsed on that memorial was 20,000, the search would be ended, and the property free from incumbrance. In short the number inscribed at the top of every memorial will have reference to the last preceding deed which affects the land and the indorsed number to the next following deed affecting the same land, so that a person searching may (on finding any one number) refer to every deed by which the land can possibly be affected, without looking at the index, or at any memorial which does not affect the land in question. This system would serve as well for a population of twenty millions as for a population of twenty thousand, and a search which might otherwise occupy days, would be completed in a few minutes.

In England the prejudice against exposing men's private

affairs, by a registration of deeds, is so strong, that all attempts to introduce a general system of registration have failed, and it may be doubted whether any register, in which a search has to be made through the medium of an index, can ever be of much avail. In Tasmania, however, no such prejudice exists, and the colonists have been so long accustomed to the entire safety afforded by the registration of deeds, that if a registration of title were substituted for it, such equitable or other interests in land, as could not be registered, would scarcely possess any marketable value. So indifferent in fact have the colonists become to the publicity which results from our system of registration, that a proposition for shortening memorials has been objected to, on the ground that they would not afford all the information to which the public are entitled. This objection, however, is founded on a mistaken view of the object of registration; which was not to publish the affairs of individuals, but to protect purchasers. I believe our present system of registration with the alteration to which I have alluded, will be found to afford ample protection against the only class of frauds practicable under English law, and I shall therefore, here dismiss the subject of safety.

As regards certainty and disposing power, I have heard no intelligible complaint of the existing law, and I believe that even those who advocate registration of title will not (unless totally ignorant of the system they uphold) deny that its adoption must involve some sacrifice of safety, certainty, and freedom. The extent and importance of that sacrifice is all they can dispute, and they promise in exchange marvels in the way of simplicity and cheapness. To these subjects I shall therefore next address myself.

ENGLISH CONVEYANCING.

I shall now shortly review the process by which land is usually transferred from hand to hand under the English law, and showing the difference between the practice in England and in Tasmania.

In England the usual practice is for the vendor's solicitor to supply to the purchaser's solicitor a short history (called an abstract) of the vendor's title to the land sold; this abstract is perused by the purchaser's solicitor, and is often submitted to counsel. If the abstract show a sufficient title it is compared with the deeds. Then the purchaser's solicitor prepares the draft of a conveyance, which is submitted to the vendor's solicitor for approval, and is also in many cases settled by counsel. From this draft (when approved) the conveyance is engrossed, and when the conveyance is executed, and the purchase money paid, the title of the purchaser is complete. In Tasmania a search is made at the registrar's, to see that the property is unencumbered; and after the deed is executed, it has to be registered. When a vendor sells the whole of the land comprised in his title deeds, the deeds are handed to the purchaser, but when he sells only part of the land, he usually retains the deeds supplying copies to the purchaser, and covenanting to produce the originals. In England it is usual to require that the title should be traced back for a period of sixty years at least, and, as there is no general system of registration there, it is impossible to adduce positive proof that there are no deeds relating to the property, other than those produced to the purchaser. This has led to the introduction of what are called covenants for title—which are undertakings by the vendor, that he is the owner of the land sold, that he has the right to convey it, that it is not subject to incumbrances, and that he will do all necessary acts to confirm the conveyance to the purchaser. The preparation and examination of the abstract of title, the sub-submitting the abstract and draft conveyance to counsel, the making copies of deeds, the covenants for their production, and the entering into covenants for title, are all sources of expense, and though much has been recently done by the Parliament of England to lessen the evil, it is still great.

Let us inquire how far we are subject to the like burdens, and how far relieved from them.

First.—Our earliest titles (with very few exceptions) commenced with the grants of Governor Macquarie in 1813, and most of them at a much later date.

In 1832 the Caveat Board was established, which gave every man an opportunity of obtaining a new and absolute title to his land, and most of the colonists, whose titles were not perfectly clear and simple, have availed themselves of the privilege; the result of which is that the majority of our titles are of recent date, and the remainder may be rendered indisputable at the pleasure of the owner.

Second.—In practice abstracts are scarcely ever required or supplied except in reference to properties of large value. In most cases, when the purchase money does not exceed £300

or £400, the deeds are lent by the vendor to the purchaser's solicitor, or a mere schedule or list of them is supplied; the deeds being exhibited, and this practice is often extended to purchases involving many thousand pounds.

Thirdly—I can confidently state that not one abstract or draft is submitted to counsel out of a hundred sales of land, and if I said one in a thousand, I believe I should be nearer the truth.

Fourthly—The expense of giving copies of deeds or entering into covenants for their production, is almost unknown amongst us. When a part only of the land comprised in a deed is sold, the deed is permanently lodged in the office of the Registrar of Deeds, on behalf of all the parties interested, and a short abstract or note of its contents, with a copy of the registrar's receipt for the deed, is handed to each party.

Fifthly—As regards covenants for title, they are much shortened in England, and this improvement has been adopted here, but, in fact, they might be advantageously dispensed with altogether. Purchasers here rely, not on the undertakings of the vendor, but on a search at the register office, and if the Act now before Parliament for amending the register law be passed, the search will be so short and certain, that covenants for title will be wholly unnecessary.

ABSOLUTE TITLES.

I think I have shown that in some respects we are in advance of the English law, and certainly of English practice, but the convenience which results from our short titles will pass away with time, unless we do something to render that convenience permanent. A bill is now before Parliament, the object of which is to extend the powers formerly exercised by the Caveat Board, and which have been recently transferred to the Supreme Court. If this bill becomes law, it will enable every man whose title may become complicated by informal wills or settlements, by the difficulty of tracing descents, or other causes, to obtain at small expense, a new and absolute title to his land. The fees payable for this purpose ought to be moderate, and it is proposed that the judges shall have power to reduce them with reference to small properties. They ought not, however, to be so low as to induce men to regard an application to the court as a cheap mode of common assurance. The object being, not to cast on the public purse an expense which ought to be borne by individuals, but to give to those whose titles are in confusion, the means of rendering them simple and secure. As no human tribunal can be perfect, the power to issue absolute titles, on *ex parte* evidence, should not be lightly exercised; but the possibility of wrong may, with due caution, be rendered so remote, that the benefit may greatly outweigh the risk.

This has been proved, both by the working of the Irish Incumbered Estates Court and our own Caveat Board (which took the lead by about twenty years), but the precautions of publicity by advertisement, service of notices on tenants and adjoining owners, and competent judicial investigation ought never to be dispensed with.

If any man fears (and some do fear) that, even with these precautions wrong may be occasionally done, let him ask himself what will be the consequence if every transfer of land be made to confer an irrevocable title; such transfer being effected in a few minutes, and at the cost of a few shillings, by an irresponsible official, and upon no better evidence than the production of a document purporting to be signed in the presence of a justice of the peace.

If this do not make fraud inevitable, what will?

Why a promise of compensation to those who are robbed; in other words, a premium to the thief?

And such are the barriers against fraud and wrong which are erected by the Real Property Act of South Australia.

ABSTRACTS OF TITLE.

In practice, abstracts of title are seldom delivered to purchasers of small properties, and a short Bill has been prepared, by which a person contracting to sell land will be no longer bound to supply an abstract of his title or copies of deeds to the purchaser; but, on the other hand, the purchaser will not be compellable to perform his contract unless he receives an abstract of the vendor's title, with copies of such deeds relating to the property as may not be delivered to him. The result will be, that no vendor need incur undue expense in making out his title, and no purchaser will be obliged to accept a title which is not complete. In forty-nine cases out of fifty this will lead to a compromise, the deeds being either handed to the purchaser or deposited with the registrar; and if, in the

fiftieth case, the treaty be broken off, no great harm can ensue. To give motive and opportunity for equitable adjustment of men's rights is better than attempting to define them in matters of detail by over legislation, and in accordance with this view, the Act to which I have referred was prepared.

In reference to large properties, abstracts will generally be required by purchasers and cheerfully given by vendors; men being naturally and properly more circumspect when such properties are at stake. It is only fair to state that under the real property law of South Australia, no abstract of title, can, in any case, be required; but this saving of expense, as I have already explained, is effected at the sacrifice of every inducement to care and vigilance, and every precaution against fraud and wrong.

POWER OF DISPOSAL—EXPENSE OF SALES AND SETTLEMENTS.

The only remaining element of simplicity and cheapness to which the new law of South Australia can lay claim, has reference to the actual transfer of interest in land, the operation of the law in this respect being confined to absolute transfers, mortgages, and leases. It is proposed to shorten and simplify these transfers by compelling men who hold land under the new law to use printed forms prescribed by the Act or approved by the Registrar-General, and upon signing instruments prepared in accordance with these forms, the parties become bound by numerous long and complex clauses, which are set forth at full length in the Act, but which are merely referred to in the printed form, or implied (by virtue of the Act) without being even referred to. Men who wish to convey land absolutely, can do so as shortly and easily under the existing, as under the proposed, law, and in many cases at less expense; for upon land being sub-divided, the new law requires plans to be produced, drawn by a licensed surveyor to a prescribed scale.

If a man wish to settle land (subject to the new law) on his wife and children, he will be compelled to transfer such land *absolutely* to trustees; but this by no means avoids the expense of preparing a settlement. The settlement will be less secure, and it cannot be registered, neither can those who derive an interest under it deal with that interest by a registered deed; but the Act does nothing, and can do nothing, to shorten or simplify the provisions of the settlement.

MORTGAGES.

The existing law in reference to mortgages is peculiarly objectionable. Rules of equity which were established for the protection of mortgagors have served only to encumber them, and have rendered it necessary to introduce into mortgage deeds long clauses defining the rights of the parties. These clauses, however, are so uniform in their tenor, that they may with perfect safety and convenience be implied in every mortgage; and an Act for effecting this improvement is now before Parliament. Provisions, having the same object in view, are included in the law of South Australia, but that law gives undue and most dangerous powers to the mortgagee. No rule of equity is more beneficial in its effects than that which declares that no man shall purchase either directly or indirectly any interest in land, which he sells in the capacity of a trustee or mortgagee, but, under the law of South Australia, this rule can have no practical operation.

LEASES.

As to leases, nothing can be more inconvenient or impracticable than the plan proposed. The clauses required to carry out the intentions, and meet the wishes of the parties interested are so various, that it would be impossible to provide for them by general enactments or by the use of printed forms, and even if this could be effected, the *lease* would be utterly unintelligible, without perpetual reference to the clauses set forth in the act.

For one class of cases which are of constant occurrence in Tasmania, no provision is made by the law of South Australia. A large proportion of our sales of land are effected on credit, and in such cases the conveyance to the purchaser always includes a mortgage security to the vendor for the unpaid portion of his purchase money. To carry an arrangement of this kind into effect, under the law of South Australia, the vendor must first give an *absolute memorandum* of sale to the purchaser, then the vendor's certificate of title must be cancelled, and a new certificate must be issued to the purchaser. And then *and not till then*, the purchaser will be in a position to give a mortgage to the vendor—thus each party, in turn, must give a receipt for money which is not paid to him, and the vendor must either rely solely on the honour of the purchaser for his security, or must accompany him to the

register office (though the parties may live hundreds of miles off), and not lose sight of him till the necessary mortgage is completed. And after all these sacrifices of safety, freedom, and conveniences, to what do the promises of simplicity and cheapness really amount? Wills, settlements, agreements, and other documents affecting land, are left to be prepared in accordance with the existing law and practice; the new law stepping in only to render them uncertain in their operation, and to involve the parties interested in endless litigation.

HOW LEGAL INSTRUMENTS MAY BE SHORTENED.

How then, it may be still asked, are legal instruments, to be made shorter, and less complex? The means are easy, and will extend alike to all instruments affecting land. Let the charges of professional men be no longer dependent on the length of the deeds which they prepare. The greater the skill and care employed the shorter is the deed. Should the charge be therefore the less? In years past, the income of a medical practitioner depended on the quantity of medicine administered to his patients, and dire was the infliction. Now a charge is made for medicine and attendance during the year, and there is no longer any reason to complain of over dosing.

MR. TORRENS' SCHEME.

A consideration of the sources from which the author of the Real Property Act of South Australia appears to have drawn his inspiration, may aid us in forming a judgment as to the amount of confidence which the Act deserves.

1st. The main provisions of the Act were clearly taken from the report of the commissioners appointed by Royal commission to consider the subject of registration of titles of land.

I have already pointed out that registration of title may be a step in advance where *no registration* exists, but that it can never satisfy the requirements of men accustomed to the registration of deeds. The report in question was published in England in the early part of 1837, but no law has been based upon it, and it may be doubted whether any attempt will ever be made, in England, to give effect to the system of registration suggested in that report.

2nd. Another portion of the Act has been taken from the laws which regulate the transfer of ships; but most of these laws are absurdly inapplicable to land: ships are constantly sold in all parts of the world, while, with rare exceptions, dealings in land are purely local. Mr. Torrens, however, has encumbered his Act with provisions for effecting sales of land in other countries, which would scarcely be used once in a century, and would then be found of little or no service. In another and more important point, however, the laws relating to ships are utterly unsuited to the transfer of real property. Land is the most permanent and improveable of all property, and best adapted to be the subject of trusts and family provisions. Ships, on the other hand, can last, under any circumstances, but a few years; they are liable to more risks than any other property, and they are constantly deteriorating in value from the hour when they first put to sea. In short, they constitute the very last description of property which any sane man would think of making the subject of a settlement.

3rd. A third portion of the Act was borrowed from Lord Brougham's Acts, for simplifying conveyances, by using short forms, which are to have the effect of long ones. I have already stated that these Acts have proved an entire failure, both here and in England, so the South Australian Act makes the use of like forms compulsory.

4th. The remaining portions of the Act seem to bear the unmistakable impress of originality—as, for instance, the provision for the appointment of brokers who have had no previous training to assist the public in the transfer of land; the provision for issuing absolute titles to land on the production of documents purporting to be authenticated by a justice of the peace; and, above all, the scheme for compensating men who may be deprived of their land because they think fit to bring it under the provisions of the Act. On the wisdom and morality of these portions of the Act I have already commented; and I think no one will be so unjust as to lay claim to any share of that credit which is solely due to their inventor.

WHY LAND CANNOT BE TRANSFERRED LIKE SHIPS OR STOCKS.

Why should not the transfer of land be as cheap and simple as the transfer of a ship, or bank stock, or of a share in a Bank or Joint Stock Company?

The answer is not a short one, and in giving it, I shall take the opportunity of saying a few words on the relation which sub-

sists between solicitor and client, and which seems not to be very generally, or very clearly understood.

For purposes of revenue and public policy, Custom Houses have been established at all British ports, and the law requires that every ship belonging to each port shall be there registered.

Each ship so registered is accurately described in the books kept at the Custom House, and these books shew to whom such ship belongs.

Every ship-owner is by law subject to certain duties and liabilities, which (for the purpose of illustration) may be regarded as in some degree analogous to the services imposed by the feudal law on the holders of land. And as that law put restrictions on the alienation of land, and refused to recognise any trust, or other unauthorized dealing; so the law of England requires that every transfer of a ship, or of a share in a ship, shall be an absolute transfer, to the end that the register may, at all times, show who are the parties subject to the duties and liabilities of owners, without reference to trusts or private arrangements of any kind. As to the public funds it is manifestly impossible that those whose duty it is to record transfers, can know more of the parties interested, than is disclosed by the books of the Bank of England, and the scrip issued to the stock-holder.

In Joint Stock Companies restrictions are imposed on the transfer of shares, as well for the convenience of shareholders, as for the protection of the public who have a right to know who are the parties liable for the engagements of the company, without reference to any equitable claims to which shares may be liable.

The property or stock, of every such company is therefore divided into a given number of shares, each share being distinguished by its own number in the books of the company, and as every share confers on its holder exactly the same right as every other share, all that is required to effect a transfer, is to record the change of name, in the books of the company and to endorse the scrip, or issue a new scrip to the purchaser; and it would be hard indeed if a high charge were made for the performance of this simple duty.

With regard to joint stock companies indeed, the cost of maintaining the staff of officers and clerks required for keeping the books of the company generally constitutes a pretty heavy burden upon its profits, and the recording of transfers, is, of course, one of the duties devolving on these officers and clerks, who are the paid servants of the shareholders.

Transfers and mortgages of ships are effected and recorded at the Custom House, and are subject to some inconvenient restrictions, which are partly occasioned by the compulsory use of printed forms, but these are necessary restrictions, and as ships are the last things which men would think of making the subjects of permanent trusts, or family provisions, the restrictions are the less felt.

Now, if freeholders think fit to forego the right of dealing with their land, otherwise than by absolute transfer, they may certainly effect some saving, but to make the transfer of land as cheap and simple as that of a ship or a bank share they must go a little further.

The first step would be to have the whole of a country divided into small squares, represented on a plan, and to distinguish every square by a number, and to have the boundaries of each square marked on the land; and the next step would be to forbid the subdivision of any one of the squares.

Then indeed proprietors might deal with land as simply and easily as with bank shares or ships, but the surveys and maps would be a source of some expense, and, like the joint stock companies the landowners would have to keep up a staff of officers and clerks.

The fact is, however, that if men were content to confine their dealings in land to absolute transfers and mortgages, those dealings might be rendered so simple, under the existing law, that any person of ordinary intelligence could, in most cases, prepare the necessary documents himself, but it is equally true that an intelligent man would not do so; for he would remember that business of every kind is most accurately and most quickly transacted by those who are trained to it, and that whatever time and care he might bestow on the preparation of his own deeds, he must occasionally make mistakes, and that he might lose more by one error than he could save by the preparation of fifty deeds.

But it is an error to suppose that the duty of a conveyancer begins or ends with the preparation of a deed. When instructions are given for a conveyance, lease, or mortgage, it seldom happens that the parties are fully agreed as to the terms of their contract, or that they see all the consequences of their

mutual undertakings, and the result generally, is that when these consequences are fully explained, the contract has to be modified, and not only does this leave less room for subsequent dispute and litigation, but it prevents the wish for it. When the meaning of a deed is unmistakable, the parties do not lightly call it in question.

Again it frequently happens that land when sold is under mortgage, and that the purchase money has to be distributed amongst several parties who are entitled to interest to the time of payment. In these cases it seldom happens that all the parties can meet, as their doing so would often cost more than the preparation of the deed they have to execute. The result is that some must sign before they get their money, and others must pay before they obtain their conveyance, or discharge. In all these cases, in short, their must be a stakeholder, and that stakeholder must have the confidence of the parties interested, and must understand their relative rights. The mere preparation of a deed may require but little education, and the character and standing of him who prepares it may be of little importance to the parties concerned, but, for the discharge of the duties to which I have referred, an intelligent and reliable agent must be employed, by whatever name he may be called.

I have pleasure in recording the fact that, amongst those who refuse to sacrifice any portion of their time to attend at the completion of a purchase I have often found working men the most determined, they cheerfully leave their money, but refuse to give their time in working hours. These of course, are men who both work and save, or they would not buy land.

Narrow minded men may accuse me of writing thus in the interests of the profession, and they are welcome to say and think so, for I feel assured that the true interest of the profession is identical with that of the public. The profession of the law cannot be profitable, respectable, or agreeable, unless those who follow it enjoy a large share of public confidence, and to obtain that confidence, it is not only necessary that they should make the best use of existing institutions, but that those institutions should be suitable to the requirements of the community.

To suppose that short sighted selfishness, is the only motive of action, with any set of men, is not only a vulgar, but a degrading error. It may be said of every merchant and shopkeeper, that it is his interest to buy as cheap, and sell as dear, as he can; but how long would the man who did so retain his business? Are character, reputation, and public confidence nothing? I believe them not to be much even in the lowest, the pecuniary aspect; and are they less to the lawyer than to the tradesman?

I believe it to be the true interest of every member of the legal profession to promote all measures which really tend to improve the law, as surely as I believe it to be his duty to point out the mischief and danger of rash and ignorant legislation.

JOSEPH ALLPORT.

Hobart Town, Tasmania, September 1861.

Law Students' Journal.

HILARY TERM EXAMINATION.

The examiners appointed for the examination of persons applying to be admitted attorneys have appointed Tuesday the 21st and Wednesday the 22nd of January next, at half-past nine in the forenoon, at the hall of the Incorporated Law Society, in Chancery-lane, in order to be examined. The examination will commence at ten o'clock precisely, and close at four o'clock each day.

Articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the Judges, must be left with the secretary on or before Friday, the 17th of January.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term, and answers up to that time. If part of the term has been served with a Barrister, Special Pleader, or London agent, answers to the questions must be obtained from them as to the time served with each respectively.

On the first day of examination papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts. 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Equity, and Practice of the Courts. 5. Bankruptcy, and Practice of the Courts. 6. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (No. 1); and also to answer in three of the other heads of inquiry, viz.:—Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in Bankruptcy and in Criminal Law and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

In case the testimonials were deposited in a former term, they should be re-entered, the fee paid, and the answers completed to the time appointed.

Candidates, under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the Further Questions relating to the ten years' service antecedent to the Articles of Clerkship.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY, 1861-62.

Mr. THOMAS HENRY HADDAN, on Equity, Monday, January 6.

Mr. FREEMAN OLIVER HAYNES, on Conveyancing, Friday, January 10.

Court Papers.

Court of Chancery.

SITTINGS IN HILARY TERM, 1862.

LORD CHANCELLOR.

Lincoln's Inn.

Saturd., Jan 11	{ App. mtns. ptns. & apps.
Monday13	{ Appeals.
Tuesday14	{ Appeals.
Wednesday ..15	{ App. mtns. & apps.
Thursday16	{ App. mtns. & apps.
Friday17	{ App. mtns. & apps.
Saturday18	{ App. mtns. & apps.
Monday20	{ Appeals.
Tuesday21	{ Appeals.
Wednesday ..22	{ App. mtns. & apps.
Thursday23	{ App. mtns. & apps.
Friday24	{ App. mtns. & apps.
Saturday25	{ Appeals.
Monday27	{ Appeals.
Tuesday28	{ App. mtns. & apps.
Wednesday ..29	{ App. mtns. & apps.
Thursday30	{ Ptns. & appeals.
Friday31	{ App. mtns. & apps.

NOTICE.—The days (if any) on which the Lord Chancellor shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.

Chancery-lane.

Saturd., Jan 11	{ Mtns. & gen. pa.
Monday13	{ Mtns. & gen. pa.
Tuesday14	{ General paper.
Wednesday ..15	{ General paper.
Thursday16	{ Mtns. & gen. pa.
Friday17	{ General paper.
Saturday18	{ Ptns., sht. causa., adj. sums., and general paper.
Monday20	{ General paper.
Tuesday21	{ General paper.
Wednesday ..22	{ Mtns. & gen. pa.
Thursday23	{ Mtns. & gen. pa.
Friday24	{ General paper.
Saturday25	{ Ptns., sht. causa., adj. sums., and general paper.
Monday27	{ General paper.
Tuesday28	{ General paper.
Wednesday ..29	{ General paper.
Thursday30	{ General paper.
Friday31	{ Mtns. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should

be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be heard.

LORDS JUSTICES.

Lincoln's Inn.

Saturd., Jan 11	{ App. mtns. & apps.
Monday13	{ App. mtns. & apps.
Tuesday14	{ Appeals.
Wednesday ..15	{ Appeals.
Thursday16	{ App. mtns. & apps.
Friday17	{ Ptns. in lunacy & appeals.
Saturday18	{ Ptns. in lunacy & appeals.
Monday20	{ Appeals.
Tuesday21	{ Ptns. from the City.
Wednesday ..22	{ Ptns. from the City.
Thursday23	{ App. mtns. & apps.
Friday24	{ Ptns. in lunacy & appeals.
Saturday25	{ Ptns. in lunacy & appeals.
Monday27	{ App. mtns. & apps.
Tuesday28	{ App. mtns. & apps.
Wednesday ..29	{ App. mtns. & apps.
Thursday30	{ App. mtns. & apps.
Friday31	{ Ptns. in lunacy & appeals.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. Sir R. T. KINDERSLEY.

Lincoln's Inn.

Saturd., Jan 11	{ Mtns. & gen. pa.
Monday13	{ Mtns. & gen. pa.
Tuesday14	{ General paper.
Wednesday ..15	{ General paper.
Thursday16	{ Mtns. & gen. pa.
Friday17	{ Ptns. & gen. pa.
Saturday18	{ Sht. causes, adj. sums., & gen. pa.
Monday20	{ General paper.
Tuesday21	{ General paper.
Wednesday ..22	{ Mtns. & gen. pa.
Thursday23	{ Mtns. & gen. pa.
Friday24	{ Ptns. & gen. pa.
Saturday25	{ Sht. causes, adj. sums., & gen. pa.

Monday Jan. 27 }
 Tuesday 28 } General paper.
 Wednesday 29 }
 Thursday 30 }
 Friday 31..Mtns. & gen. pa.
 N.B.—Any causes intended to be heard as short causes must be so marked, at least one clear day before the same can be put in the paper to be so heard.

V. C. Sir JOHN STUART.
 Lincoln's Inn.

Saturd., Jan 11..Mtns. & gen. pa.
 Monday 13 }
 Tuesday 14 } General paper.
 Wednesday 15 }
 Thursday 16..Mtns. & gen. pa.
 Friday 17..Petns. & gen. pa.
 Saturday 18 } Short causes and general paper.
 Monday 20 }
 Tuesday 21 } General paper.
 Wednesday 22 }
 Thursday 23..Mtns. & gen. pa.
 Friday 24..Petns. & gen. pa.
 Saturday 25 } Short causes and general paper.
 Monday 27 }
 Tuesday 28 } General paper.
 Wednesday 29 }
 Thursday 30 }
 Friday 31..Motions.
 N.B.—Any causes intended to be

heard as short causes must be so marked, at least one clear day before the same can be put in the paper to be so heard.

V. C. Sir W. P. WOOD.
 Lincoln's Inn.

Saturd., Jan 11..Mtns. & gen. pa.
 Monday 13 }
 Tuesday 14 } General paper.
 Wednesday 15 }
 Thursday 16..Mtns. & gen. pa.
 Friday 17..General paper.
 Saturday 18 } Petns., sh. causes, & general paper.
 Monday 20 }
 Tuesday 21 } General paper.
 Wednesday 22 }
 Thursday 23..Mtns. & gen. pa.
 Friday 24..Petns. & gen. pa.
 Saturday 25 } Petns., sh. causes, & general paper.
 Monday 27 }
 Tuesday 28 } General paper.
 Wednesday 29 }
 Thursday 30 }
 Friday 31..Mtns. & gen. pa.
 N.B.—Any causes intended to be heard as short causes must be so marked, at least one clear day before the same can be put in the paper to be so heard.

Hartley, Jesse, Bootle, near Liverpool, Esq. Feb 28. Sols Forshaw & Goodman, Sweeting-st, Liverpool.
 Kelsey, John, Margate, Carpenter, Feb 8. Sols Brooke, Merrens, & Hughes, Margate.
 Mahon, John, Bristol. Feb 28. Sols Clark, Fassell, & Frichard, 12, Corn-st, Bristol.
 Mortimer, George, Kingston-upon-Hall, Captain of the steam ship Swan, Feb 28. John Cross, Kingston-upon-Hall, and Thomas Spurr, Kingston-upon-Hill, Executors.
 Owen, George, formerly of 129 and 128 Oxford-st, Manchester, Draper, and late of Merton-cottage, Cambridge, Cook of Clare College. Feb 28. Sol Wayman, 2, Silver-st, Cambridge.
 Russell, Hugh, Star-st, Bread-st, Cheapside, London, Warehouseman and Linen Factor. Feb 10. Sol Jones, 15 Sise-lane, London.
 Stellings, Mary Ann, 24 Pitt-st, Old Kent-rd, Surrey. Feb 15. Sol Paterson, 3 Winchester-bldgs, London.
 Tilbury, Ann, 31 Moradington-rd, Regent's-park, Middlesex, Widow. Feb 10. Sols Clapham & Comins, 84 Great Portland-st.
 Tritton, Ann, 11 Glaskin-rd, Hackney, Middlesex, Spinster. Jan 31. Sols Howard, Halse, & Trustram.
 Whiteway, William, Greenaway, Highweek, Devonshire. March 1. Sol Wollen, Newton Abbot, Devonshire.

TUESDAY, Dec. 31, 1861.

Bishop, Charles, 7 Berkeley-square and Highwood-hill, Hendon, Middlesex. Feb 1. Sols Warry, Robins, & Burges, 70 Lincoln's-inn-fields.
 Hatfield, Randall Wilmer, Thorparch, Yorkshire, Esq. Jan 30. Sols Terrell & Chamberlain, 30 Basinghall-st.
 Robertson, Catherine, 4 Bayham-cottages, Camden-town, Middlesex, Spinster. Jan 30. Sols Fyson, Tatham, Curling, & Walls, 3 Frederick's-pl, Old Jewry.
 Smith, Albert Richard (commonly called and known as Albert Smith), North End Lodge, Fulham, Middlesex, Gent. Feb 15. Sols Paterson & Longman, 3 Winchester-bldgs, Great Winchester-st.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Dec. 31, 1861.

Dacre, Right Honourable Ann, Dewager Lady, Belhus, Essex, Widow. Jan 21. Nevinston v. Lennard, M.R.
 Gosling, Bennett, Fleet-st, London, Banker. Jan 15. Gosling v. Gosling, M.R.
 Heather, John, 4 Chester-st, Kennington, Surrey, Gent. Jan 27. Heather v. Heather, V. C. Wood.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 27, 1861.

Belton, William, Dudley, Licensed Victualler. Nov 29. Composition. Reg Dec 26.
 Dyken, Francis, 24 Broad-st-bldgs, City, Gentleman. Dec 2. Assignment. Reg Dec 30.
 Freeman, Charles, Great Yarmouth, Ironmonger. Dec 9. Composition. Reg Dec 20.
 Johnson, John Fisher, Sheffield, Butcher. Nov 29. Assignment. Reg Dec 24.
 Lishman, John, Prudhoe, Northumberland, Farmer and Builder. Dec 2. Assignment. Reg Dec 30.
 Parkinson, William Doust, Gravesend, Kent, Licensed Victualler. Dec 4. Assignment. Reg Dec 20.
 Rush, Thomas John, 6 Bridge-st, Westminster, Middlesex, Tailor. Dec 16. Assignment. Reg Dec 30.
 Sari, John, Abraham Sari, & Joseph Sari, 17 & 18 Cornhill, London, Silversmiths and Jewellers. Dec 12. Assignment. Reg Dec 27.
 Thompson, John, Jun., John Salter Channing, & Joseph Huntington, Preston, Lancashire, Newspaper Proprietors and Printers. Dec 5. Assignment. Reg Dec 28.
 Ward, James, 25 Queen-st, Pimlico, Middlesex, Lead and Glass Merchant. Nov 30. Assignment. Reg Dec 27.
 Wells, James, Buckland, Portsea, Hants, Master Smith. Dec 11. Assignment. Reg Dec 27.

TUESDAY, Dec. 31, 1861.

Arenius, Henry Cooke, Sheffield, Common Brewer. Dec 17. Inspectorship. Reg Dec 24.
 Benson, Maurice, 4 Jewin-st, London, Warehouseman. Dec 18. Composition. Reg Dec 24.
 Bunting, George, Chesterfield, Miller and Corn Dealer. Dec 10. Assignment. Reg Dec 24.
 Briant, James, 123 Curtain-rd, Shoreditch, Middlesex, Flock Merchant and Bedding Manufacturer. Nov 26. Assignment. Reg Dec 31.
 Carlyle, Irving, Hensingham, Whitehaven, Draper. Nov 28. Assignment. Reg Dec 26.
 Cornell, Charles, Rochester, Merchant (Charles Cornell & Son.) Dec 23. Assignment. Reg Dec 24.
 Crompton, Nathan Stanley, & Richard Crompton, Manchester, Wholesale Grocers. Dec 3. Composition. Reg Dec 26.
 Felson, Emma, Oldham, Widow. Dec 2. Assignment. Reg Dec 26.
 Nurse, James, Stroud, Gloucestershire, Draper. Nov 27. Assignment. Reg Dec 24.
 Smith, James, Church-st, Manchester, Warehouseman. Nov 9. Composition. Reg Dec 24.
 Smith, William, 1 Dean-st, Bedford, Bristol, Mason and Builder. Nov 29. Assignment. Reg Dec 24.
 Taylor, John Garnett, Sherbourne-rd, Balaall-heath, King's Norton, Worcestershire, Licensed Victualler. Dec 9. Composition. Reg Dec 24.
 Wells, Thomas, Moulton, Norfolk, Farmer. Nov 27. Reg Dec 24.
 West, Charles, Rye, Sussex, Chemist and Druggist. Dec 4. Assignment. Reg Dec 24.
 White, James, Dunstable, Bedford, Builder. Dec 11. Composition. Reg Dec 20.
 Williams, John Roberts, Abergelle, Denbighshire, Draper. Nov 27. Assignment. Reg Dec 20.

Births, Marriages, and Deaths.

BIRTHS.

KAYE—On Dec. 27, at Potter's-bar, the wife of James Kaye, Esq., Barrister-at-Law, of a son.
 LINDLEY—On Dec. 30, at 4, Kildare-gardens, the wife of Nathaniel Lindley, Esq., Barrister-at-Law, of a son.
 POLLOCK—On Dec. 29, at Windmill-hill, Hampstead, the wife of Alfred A. Pollock, Esq., of a son.

MARRIAGES.

MATTHEW—BIRON—On Dec. 26, James Charles Matthew, Esq., of Lincoln's-inn, Barrister-at-Law, to Elizabeth Blackmore, daughter of the Rev. Edwin Biron, vicar of Lympe, Kent.

DEATHS.

CAMPBELL—On Dec. 24, at Edinburgh, Jane, daughter of Arthur Campbell, jun., Writer to the Signet, aged seven years and a few months.
 MARR—On Dec. 31, Edward Marr, jun., Esq., Solicitor, 10 Gray's-inn-square, aged 26.
 MAYHEW—On Dec. 25, Thomas Mayhew, Esq., Fairfield House, Saxmudham, Suffolk, aged 71.
 WALFORD—On Dec. 24, Thomas Walford, Esq., of 27, Bolton-street, Piccadilly, in the 65th year of his age.

London Gazettes.

Professional Partnerships Dissolved.

FRIDAY, Dec. 27, 1861.

Bird, George Adam, & Arthur James Day, Attorneys, Solicitors, and Conveyancers, Kidderminster. By mutual consent. Dec 27.

TUESDAY, Dec. 31, 1861.

Cullen, William Henry, & John William Marsh, 57A High-st, Poplar, Middlesex, Attorneys-at-Law and Solicitors. By mutual consent. Dec 10.

Windings-up of Joint Stock Companies.

FRIDAY, Dec. 27, 1861.

UNLIMITED IN CHANCERY.

Defender Fire and Life Insurance Company.—Petition for winding up, presented Dec. 9, will be heard before the Master of the Rolls, on Jan. 18. H. Wellington Vallance, Solicitor for Petitioner, 12 Tokenhouse-yard, Lothbury.
 Great Western Coal Company.—Vice-Chancellor Kindersley has ordered a call of £10 per share on all contributors, to be paid on Jan. 20, at 1, to Official Manager, 3, Moorgate-st, London.
 State Fire Insurance Company.—Vice-Chancellor Wood has appointed William Canwell, 32, Ludgate-hill, to be Interim Manager of the Company. Dec 18.
 State Fire Insurance Company.—Vice-Chancellor Wood's order to wind up. Dec 17.
 State Fire Insurance Company.—Creditors to prove their debts forthwith.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 27, 1861.

Duckie, Rev. Robert, Gainsborough, Clerk. April 19. Sol Flaskitt, Gainsborough.

Bankrupts.

TUESDAY, Dec. 24, 1861.

- Avant, William Merchant, North Petherton, Somersetshire, Tailor. Pet Nov 4. Bridgewater, Jan 15. Sol Reed. Bridgewater.
- Backhouse, Thomas, 2 Ormond-ter, Richmond, Surrey. Dec 14. London, Jan 7.
- Bedford, Paul John Campbell, 7 York-bldgs, Adelphi, Middlesex, Clerk in the Admiralty Office. Pet Dec 18. London, Jan 10. Sol Hall, 21 Coleman-st, London.
- Bellingham, Harry, 17 Johnsons-pl, Hanover-sq, Middlesex, Builder. Pet Dec 18. London, Jan 8.
- Bennett, Francis William, a Lieutenant in Her Majesty's Royal Navy. Pet Dec 19. Plymouth, Jan 11. Sol Brian, Freemasons' Hall, Plymouth.
- Bent, Henry, spence-at, Birmingham. Dec 19. Birmingham, Jan 6.
- Best, Edward, West Hartlepool, Ironfounder. Dec 17. Newcastle-upon-Tyne, Jan 9. Sol Hoyle, Newcastle-upon-Tyne.
- Bradley, John Blos, Ashby-de-la-Zouch, Leicestershire, Tanner. Pet Dec 21. Birmingham, Jan 9. Sol East & Parry, Birmingham.
- Bingham, Thomas, Holbeach, Grocer and Draper. Pet Dec 18. Holbeach, Jan 1. Sol Ayloff, Holbeach.
- Bird, Jeremiah, Eddlesborough, Buckinghamshire, Farm Labourer. Pet Dec 20. Leighton Buzzard, Jan 15. Sol Seargill, Dunstable.
- Bolton, Joseph, Blackburn. Nov 19. Manchester, Jan 4. Sol Gardner, Manchester.
- Boyes, John, Colston Bassett, Nottinghamshire, Cordwainer. Pet Dec 21. Bingham, Jan 21. Sol Smith, Nottingham.
- Bradley, William, Wakefield, Stonemason. Pet Dec 20. Wakefield, Jan 4. Sol Senior, Wakefield.
- Breckon, Robert, Whitby, Yorkshire, Attorney-at-Law. Pet Dec 23. Leeds, Jan 10. Sol Harle, Leeds.
- Brown, Evan, 3 Rocky-park, Tenby, Pembrokehire, Butcher. Pet Dec 19. Pembroke, Jan 13. Sol Parry, Pembroke Dock.
- Browning, John, Great Coggeshall, Essex, Carpenter. Dec 18. Chelmsford, Dec 23.
- Campbell, Alexander, 3 Elwick-lane, Newcastle-upon-Tyne, Master and Mariner. Pet Dec 12 (in formâ pauperis). Newcastle, Jan 16.
- Canning, John Thomas, 2 Grove Villas, Grove-rd, Hounslow, Middlesex, Miller. Pet Dec 21. Bishops Stortford, Jan 14. Sol Rae, 18 Warwick-st, Gray's-inn.
- Carlock, Richard, Burton-upon-Trent, Bricklayer. Pet Dec 19. Burton, Jan 6. Sol Borough, Derby.
- Carlington, William, the elder, 199 Bristol-st, Birmingham, Painter, Glazier, and Stone Engraver. Pet Dec 20. Birmingham, Jan 24. Sol Duke, Birmingham.
- Castle, George, Lockwood, Yorkshire, Coal Agent. Pet Dec 18. Huddersfield, Jan 16. Sol Clough, Huddersfield.
- Conroy, John Rowland, 4 Hatfield-st, St George's-in-the-East, Middlesex, Lodging-house Keeper. Pet Dec 17. London, Jan 6. Sol Moss, 23 Moorgate-st.
- Cooley, Peter, Folly Wharf, Northshore, Newcastle-upon-Tyne, Rag and Metal Merchant. Pet Dec 19. Newcastle-upon-Tyne, Jan 5. Sol Joel, Newcastle-upon-Tyne.
- Cooper, Charles Henry William, 59 Frier's-st, Oxford, Tailor. Pet Dec 21. Oxford, Jan 10. Sol Looker, Oxford.
- Cory, Samuel, Northampton, Tailor. Pet Dec 19. Northampton, Jan 4. Sol Sheld & White, Northampton.
- Crawford, John, 80 Cable-st, Liverpool, Wholesale Stationer. Pet Dec 20. Liverpool, Jan 6. Sol Husband, Liverpool.
- Dando, John, Havock-villa, Roath, near Cardiff, Store Mason. Pet Dec 13. Cardiff, Jan 6. Sol Ensor, Cardiff.
- Dee, Frederic, Birmingham, Licensed Victualler. Pet Dec 21. Birmingham, Jan 10. Sol Hodgson & Allen, and Mr. B. Chesshire, Birmingham.
- Delaunay, Louis Bartholomew, Blackley, Lancashire, Dyer and Printer. Pet Dec 21. Manchester, Jan 7. Sol Cobbett & Wheeler, Manchester.
- Dewell, Thomas, High-st, Redcar, Yorkshire, Mason. Dec 13. Stockton-on-Tees, Jan 3. Sol Trotter, Bishop Auckland.
- Doll, Henry, 19 Red Lion-st, Hobsorn, Middlesex, Baker. Pet Dec 17. London, Jan 7. Sol Lewis & Lewis, Ely-pl, London.
- Drinkwater, John, Manchester, Stuff Manufacturer. Pet Dec 19. Manchester, Jan 3. Sol Tidswell, Manchester.
- Edmondson, Holt, 169 Higher Cambridge-st, Chorlton-upon-Medlock, Manchester, Traveller. Pet Dec 20. Manchester, Jan 14. Sol Swan, Manchester.
- Elen, Richard Bennett, 20 Royal-rd, Kennington-park, Newington, Surrey. Pet Dec 21. London, Jan 10. Sol Pittman, Upper Stamford-st, Lambeth.
- Ell, William John, 72 Basinghall-st, London, Accountant's Clerk. Pet Dec 19. London, Jan 10. Sol Reed, 1 Guildhall-chmbrs.
- Fitchett, Richard, Stretton, Staffordshire, Farmer. Pet Dec 10. Burton, Jan 6. Sol Borough, Derby.
- Flynn, James, 19 Moss-st, Liverpool, Tobacconist. Pet Dec 19. Liverpool, Jan 9. Sol Thornley, Liverpool.
- Forster, John, Brown Edge, within Lynton, Cheshire, Fustian Cutter. Pet Dec 9. Warrington, Jan 9. Sol Bent, Warrington.
- Franklin, William John, 28 Acton-st, Gray's-inn-rd, Middlesex, Printer. Pet Dec 21. London, Jan 7. Sol Mote, 33 Bucklersbury.
- George, Charles, Mealecheap-st, Worcester, Greengrocer. Pet Dec 18. Worcester, Jan 8. Sol Wilson, Worcester.
- Gibb, Henry, sen, 23 St Oswald's-grove, Collyhurst, Manchester, Quarry Master. Pet Dec 20. Manchester, Jan 10. Sol Elford, Manchester.
- Griffell, Charles, 3 Gray's-bldgs, Walcot, Bath, General-shop Keeper. Pet Dec 19. Bath, Jan 7. Sol Barrum, Bath.
- Grew, John, Rickingham Inferior, Suffolk, hoomaker. Pet Dec 17. Eye, Jan 6. Sol Cream, Eye.
- Grove, Elijah, sen, Kidderminster, Butcher. Pet Dec 19. Kidderminster, Jan 15. Sol Jackson, Westbromwich.
- Guillemin, Desiré, 14 and 15 St. Swithin's-lane, London. Dec 16. London, Jan 7.
- Hambling, William, Melton, Suffolk, Farmer. Pet Dec 21. Halesworth, Jan 6. Sol Charnyard, Woodbridge.
- Henderson, Abraham, 63 Dale-st, Bristol, Baker. Pet Dec 19. Bristol, Jan 9. Sol Roper.
- Herbert, Thomas, Fennel-st, Manchester, Flour Merchant. Pet Dec 14. Manchester, Jan 4. Sol Storer, Manchester.
- Hewlett, Edwin, 8 Guinea-st, Bristol, Railway Clerk. Pet Dec 20. Bristol, Jan 9. Sol Ayre.
- Hidden, William, King's Lynn, Dec 19. London, Jan 7.
- Hill, Jesse, Westhall, Suffolk, Veterinarian and Innkeeper. Pet Dec 18. Halesworth, Jan 7. Sol Read, Halesworth.
- Holmes, Christopher Francis, Spendon, Derbyshire, a Lieutenant-Colonel in the Army. Pet Dec 14. Derby, Jan 3. Sol Jessopp, Derby.
- Hughes, Jennett, Eymonddu, Clydey, Pembrokehire. Pet Dec 19. Bristol, Jan 7. Sol Brittan, Bristol.
- Hunter, Andrew George, & Henry Sugden, Newcastle-upon-Tyne, and Low Walker, Northumberland, Manufacturers of Caustic Alkali. Pet Dec 18. Newcastle-upon-Tyne, Jan 7. Sol Hoyle, Newcastle-upon-Tyne.
- James, Alfred, High-st, Dorking, Surrey, Watchmaker. Pet Dec 1. Dorking, Jan 23. Sol Buchanan, Basinghall-st, London.
- Johnson, George Henry, South Shields, Grocer and Provision Dealer. Pet Dec 20. Newcastle-upon-Tyne, Jan 7. Sol Brignal, Durham.
- Jones, Richard Thomas, Branksea Island, Licensed Victualler. Pet Dec 21. Exeter, Jan 7. Sol Parr, Poole, & Flood, Exeter.
- Kelly, Thomas, Kirkby Lonsdale, Westmorland, Stonemason. Pet Dec 19. Kirkby Lonsdale, Jan 7. Sol Pearson, Kirkby Lonsdale.
- Klose, Wilhelm, Birmingham, Professor of Music. Pet Dec 21. Birmingham, Jan 6. Sol East & Parry, Birmingham.
- Knapp, John, Northampton, Boot and Shoe Manufacturer. Pet Dec 21. London, Jan 10. Sol Becke, Northampton.
- Lascelles, Francis George John, 13 Montepeller-row, Twickenham, Middlesex, retired Brevet-Colonel Honourable East India Company's Service. Pet Dec 21. London, Jan 7. Sol Mardon, 99 Newgate-st.
- Lasford, William, 68 Roschill-ter, Brighton, Grocer. Pet Dec 20. Brighton, Jan 3. Sol Goodman, Brighton.
- Levy, George, 3 Dyer's-bldgs, Holborn, London, Auctioneer. Pet Dec 19 (in formâ pauperis). London, Jan 10. Sol Holt, Quality-ct, Chancery-lane.
- Makepeace, Joseph, Blyndon, Durham, Baker. Dec 17. Gateshead, Jan 9.
- Mason, Edwin, Crich, Derbyshire, Attorney's Clerk. Pet Dec 16. Derby, Jan 3. Sol Borough, Derby.
- Mason, George, 3 Spencer-st, Birmingham, Jeweller. Pet Dec 20. Birmingham, Jan 24. Sol Sutton & Jelf, Birmingham.
- Martin, John, Lower Clapton, Middlesex, Bookseller and Stationer. Pet Dec 18. London, Jan 7. Sol Angell, 23 King-st, Guildhall, London.
- McDonald, John Alan, Cliftonville, Brighton, an Officer in Her Majesty's Army. Pet Dec 20. London, Jan 14. Sol Sydney & Son, 46, Finsbury-circus, London.
- Millard, John, Eversholt, Bedfordshire, Proprietor of a Steam Engine. Pet Dec 17. Amphil, Jan 3. Sol Conquest, Bedford.
- Neck, Thomas, 9 Mill Pond-row, Bermondsey, Surrey, Draper. Pet Dec 21. London, Jan 8. Sol Lewis & Lewis, 10 Ely-pl, Holborn, London.
- Nettleton, Nathaniel, York-st, Hulme, Manchester, Grocer. Dec 16. Salford, Jan 4. Sol Gartside, Manchester.
- Nicholson, Henry, 16 Princes-st, Chelsea, Currier and Leather Cutter. Pet Dec 21. London, Jan 9. Sol Davies, 9 Union-ct, London.
- Noon, Emma, Burslem, Staffordshire, Clothier and Outfitter. Pet Dec 7. Birmingham, Jan 6. Sol Miller, Bristol, and Hodgson & Allen, Birmingham.
- Patterson, Thomas John, 12 Narrow-quay, Bristol, Sail Maker. Pet Dec 21. Bristol, Jan 6. Sol Abbot, Lucas, & Leonard, Bristol.
- Pearks, Richard, Dordale Farm, Bellborough, Worcestershire, Farmer. Pet Dec 20. Bromsgrove, Jan 9. Sol Maltby, Dudley.
- Pegler, Charles, 23 Meredith-st, Clerkenwell, Middlesex, Watch Dial Maker. Pet Dec 19. London, Jan 6. Sol Warrand, 73 Basinghall-st.
- Perrott, William, 2 Duke-st, Cardiff, Tailor and Draper. Pet Dec 14 (in formâ pauperis). Cardiff, Jan 6. Sol Wilcocks, Cardiff.
- Phelan, Edmund, 71 Beswick-st, Holt-town, Manchester, Provision Dealer. Pet Dec 20. Manchester, Jan 21.
- Pickington, Robert, 18 Binn-st, Chorlton-upon-Medlock, Manchester, Packing Case Maker. Pet Dec 18. Manchester, Jan 14. Sol Silles, Manchester.
- Pitts, Charles, and John Pitts, Sheffield, Razor Manufacturers. Pet Dec 19. Sheffield, Jan 4. Sol Harle, Leeds.
- Roberts, John, 186 Great Ancoats-st, Manchester, Stay Maker. Pet Dec 20. Manchester, Jan 21.
- Rogers, William, 78 Bate-rd Docks, Cardiff, Agent. Pet Dec 19. Cardiff Jan 6. Sol Wilcocks, Cardiff.
- Rose, Joseph, Lower Dorecourt, Harwich, Beer-house Keeper. Pet Dec 20. Harwich, Jan 3. Sol Moore, Ipswich, Suffolk.
- Ross, Helen, 195 Pentonville-rd, Middlesex, Spinster. Dec 2. Newcastle, Jan 16.
- Rowlands, Thomas, Shipping, Pembrokehire. Dec 2. Bristol, Jan 7. Sol Brittan, Bristol.
- Sampson, William, Fairleigh, Surrey. Dec 14. London, Jan 7.
- Sandiford, Robert, Everton, Lancashire. Dec 19. Liverpool, Jan 10.
- Shaw, William, Harley, Wath-upon-Dearne, Joiner and Wheelwright. Pet Dec 17. Rotherham, Jan 3. Sol Binney, Sheffield.
- Simpson, Peter, Broad Chare, Newcastle-upon-Tyne, Licensed Victualler. Pet Dec 19. Newcastle-upon-Tyne, Jan 8. Sol Joel, Newcastle-upon-Tyne.
- Smith, Thomas, Cockerton, Darlington, Farmer. Pet Dec 19. Newcastle-upon-Tyne, Jan 8. Sol Harle & Co., 20 Southampton-bldgs, London, and 2 Butcher-bank, Newcastle-upon-Tyne.
- Smith, William Charles, 31 Brunswick-st, Surrey, Journeyman Baker. Pet Dec 20 (in formâ pauperis). London, Jan 7. Sol Catchpool, 23 Great Tower-st.
- Spong, William Henry, 4 Picton-st, Camberwell-green, Surrey, Cab Proprietor. Pet Dec 20. London, Jan 10. Sol Poverley, 19 Coleman-st.
- Spooner, William, Fredegar, Marine Store Dealer. Pet Dec 91. Bristol, Jan 7. Sol Brittan, Bristol.
- Springett, John, Wadhurst, Sussex, and 8 Wellington-chambers, London-bridge, Hop Merchant. Pet Dec 20. London, Jan 7. Sol Wilkinson, Stevens, & Wilkinson, 4 Nicholas-lane.
- Sterland, Samuel, Alfreton, Derbyshire, Butcher. Pet Dec 22. Alfreton, Jan 3. Sol Heale, Maccloek.
- Stokes, Samuel, York-pl, Villa-st, Handsworth, Staffordshire, Jeweller. Pet Dec 19. Birmingham, Jan 24. Sol Powell & Son, Birmingham.
- Suthers, Henry, & Jonathan Moreley, Manchester, Yarn and Cloth Agents (Suthers, Morley, & Co.). Pet Dec 13. Manchester, Jan 6. Sol Gartside, Manchester.
- Swift, William, Leominster, Innkeeper. Pet Dec 10. Birmingham, Jan 6. Sol Woodhouse, Leominster, and Hodgson & Allen, Birmingham.

Taylor, William James, 49 Great Dover-st. Newington, Surrey, Army and Navy Contractor (W. & J. Taylor). Pet Dec 21. London, Jan 10.
 Sol Silvester, 18 Great Dover-st. Newington, Surrey.
 Towers, Isaac, Farnworth, Lancashire, Boot and Shoe Maker. Pet Dec 19. Bolton, Jan 6. Sol Edge.
 Warrington, Thomas New Corn Exchange, Mark-lane, and 35 Seething-lane, London, Corn and Seed Merchant. Pet Dec 17. London, Jan 7.
 Sols Young & Pews, 29 Mark-lane, London.
 Webster, Frederick Vostis, 45 Manchester-st, Manchester-sq, Middlesex, Teacher of Elocution. Pet Dec 21. London, Jan 9. Sol Jerwood, 17 Ely-pl, London.
 West, John Richard, 56 Rushton-st, Hoxton, Middlesex, Timber Dealer. Pet Dec 19 (in formâ pauperis). London, Jan 6. Sol Holt, Quality-ct, Chancery-lane.
 Wilkin, Charles, Liverpool. Dec 20. Liverpool, Jan 13.
 Worsley, John, Northwich, Cheshire, Boat Hauler. Pet Dec 18. Northwich, Jan 16. Sol Bent, Warrington.
 Worth, George Loseby, 4 Wellington-pl, Horney, Middlesex, Newspaper Reporter. Pet Dec 20 (in formâ pauperis). Jan 10. Sol Holt, Quality-ct, Chancery-lane.
 Wymark, William, 5 Willoughby-ter-pk, Tottenham, Middlesex, 17 Great St. Helens, London, Ship and Insurance Broker (Wymark & Co.). Pet Dec 16. London, Jan 8.

FRIDAY, Dec. 27, 1861.

Amis, James, Glasshouse-yard, Aldersgate-st, London, Box Maker (J. & A. T. Amis). Pet Dec 20. London, Jan 7. Sols Treherne & Wolferton, 17 Gresham-st, London.
 Baguley, Mary, Sherwood-st, Nottingham, Grocer. Pet Dec 24. Nottingham, Jan 8. Sol Ashwell, Nottingham.
 Barr, William, Eytom, Herefordshire, Wheelwright. Pet (in formâ pauperis). Leominster, Jan 9.
 Robert, Basham, Hambleton House, Cold Kirby, Yorkshire, Trainer. Pet Dec 24. Leeds, Jan 13. Sol Clarke, jun., Leeds.
 Bayley, Thomas, New Cross-rd, Deptford, Kent, Plumber, Painter and Glazier. Dec 20. London, Jan 14.
 Beard, John, Bricklayers' Arms Inn, Lindell, Sussex, Innkeeper. Pet Dec 24. London, Jan 14. Sols Chilton & Co, Chancery-lane.
 Beebe, Thomas, Youlgreave, Derbyshire, Shopkeeper. Pet Dec 24. Bakersfield, Jan 7. Sol Stone, Wirksworth.
 Benjamin, Abraham, 15 Bedford-sq, Mile End, Middlesex, Feather Dealer. Pet Dec 24. London, Jan 10. Sols Lewis & Lewis, 10 Ely-pl, London.
 Bond, William, 10 Observatory-st, Oxford, College Servant. Pet Dec 19. Oxford, Jan 10. Sol Williams, Oxford.
 Brooks, Alice, & Samuel Tot, West Bromwich, Brick Makers. Pet Dec 19. Birmingham, Jan 13. Sol Watson, West Bromwich.
 Brown, John William, alias J. Jenkinson, Union-st, Hereford. Pet Dec 17 (in formâ pauperis). London, Jan 11.
 Browne, Charles Misville, Adbolton, Nottinghamshire, Farmer. Pet Dec 24. London, Jan 14. Sol Dubois, 56 Coleman-st.
 Bull, James, Clifton-ter, Ventnor, Isle of Wight. Dec 20. London, Jan 14.
 Busby, Frances, 8 Corrugated-row, Queen's-rd, Bermondsey, Surrey, Widow, Butcher. Pet Dec 9. London Jan 8. Sol Solomon, Finsbury-pl.
 Chinery, Richard, Downham, Isle of Ely, Cowkeeper and Farmer. Cambridge, Jan 5.
 Clothier, William Speed, 28 Sydenham-ter, Portsea, Licensed Victualler. Dec 24. London, Jan 8. Sol Aldridge, 46 Moorgate-st.
 Crompton, John, Duke-st, Leek, Staffordshire, Grocer. Pet Dec 23. Leek, Jan 7. Sol Tennant, Hanley.
 Cullen, Robert Court, 14 Watling-st, Canterbury, Commission Agent. Pet Dec 26 (in formâ pauperis). London, Jan 14.
 Dashedow, Arthur, & George Samuel Symmons, 16 Crescent, Hackney-rd, Middlesex, Carriage and Lamp Manufacturers. Pet Dec 24. London, Jan 14. Sols Peck & Downing, 10 Basinghall-st.
 Driver, Edward, Norwich, Clerk in the Norwich Union Fire Office. Pet Dec 16. Norwich, Jan 6. Sol Bailey, Norwich.
 Evans, Joseph Eck, 14 Fitzroy-st, Fitzroy-sq, Middlesex, House Agent. Pet Dec 19. London, Jan 8. Sol Munday, Fountain-ct, Strand.
 Fairbrother, John, St. Andrews-st, Hertford, Common Brewer. Pet Dec 21. Hertford, Jan 10. Sol Foster, Hertford.
 Felsted, Henry, Standon, Hertfordshire. Pet Dec 19. Hertford, Jan 3. Sol Foster, Hertford.
 Forbes, Thomas Duncan, Birtley, Northumberland, Grocer. Pet Dec 23. Bellingham, Jan 11. Sol Taylor, Hexam.
 Forth, George, Hilborough, Norfolk, Baker. Pet Dec 19. Swaffham, Jan 6. Sol Walpole, Northwold.
 French, William, 23 Great Marylebone-st, Middlesex, Boot and Shoe Maker. Pet Dec 26 (in formâ pauperis). London, Jan 7. Sol Clarke, 2 Stanley-pl, Paddington-green.
 Godcheere, Frederick, 51 Hawley-croft, Sheffield, Beerhouse Keeper. Pet Dec 24. Sheffield, Jan 22. Sol Broadbent, Sheffield.
 Groves, Charles Herbert, Hick-st, Highgate, Birmingham, Builder. Pet Dec 24. Birmingham, Jan 24. Sol Brown, Birmingham.
 Hall, Thomas, & Robert Devereux Hall, Builders, 237 Whitechapel-rd, Middlesex (Thomas Hall & Son). Pet Dec 24. London, Jan 8. Sol Cranch, London-st.
 Hall, William, Royal Union Inn, Hatherley-st, Tirol, Cheltenham, Dealer in Beer. Pet Dec 23. Cheltenham, Jan 9. Sol Marshall, Cheltenham.
 Hamper, Thomas Phillip, & Frederick Collingwood, 37 and 38 Mark-lane, London, Malt and Hop Factors. Pet Dec 18. London, Jan 7. Sols Chilton & Co, 45 Chancery-lane, Agents for Godday, Sandbury.
 Heath, Richard, South Brent, Devonshire, Builder. Pet Dec 23. Totnes, Jan 6. Sol Fland, Exeter.
 Heckford, William, Gamblingay, Cambridgeshire, Grocer. Pet Dec 20. London, Jan 8. Sols Rhodes & Co, Chancery-lane.
 Holland, Charles William, Temple End, Chipping Wycombe, Buckinghamshire, Builder. Pet Dec 21. London, Jan 7. Sol Marshall, High Wycombe.
 Hoffings, Richard, 22 Sterling-st, Horton, Bradford, Lithographer and Printer. Pet Dec 10. Bradford, Jan 21. Sol Lees, Bradford.
 Horner, Joseph Horatio Charles, Paisley-st, Clayton-lane, Horton, Bradford, Solicitor's Accountant Clerk. Pet Dec 13. Bradford, Jan 21. Sols Terry & Watson, Bradford.
 Hoole, Mary Ann, 174 Higher Cambridge-st, Greenhays, Manchester, Innkeeper. Pet Dec 24. Manchester, Jan 15. Sol Boote, Manchester.
 Hoole, William Walker, 174 Higher Cambridge-st, Greenhays, Man-

chester, Innkeeper. Pet Dec 24. Manchester, Jan 13. Sol Boote, Manchester.
 Hudson, John William, Queen's-ter, Queen's-rd, St. Pancras, Middlesex, Surveyor. Pet Dec 24. London, Jan 9. Sol Stophor, 36 Coleman-st.
 Hullah, William, 83 Clayton-st, Bradford, Tobacconist. Pet Dec 17. Bradford, Jan 21. Sol Hutchinson, Bradford.
 Jenkin, James, Redruth, Cornwall, General Merchant. Pet Dec 23. Redruth, Jan 9. Sols Pail & Linton, Plymouth.
 Johnson, Joseph, Hogarth-ter, Lincolnshire, Surgeon. Pet Dec 24. Kingston-upon-Hill, Jan 15. Sol Brackenbury, Alford.
 Jones, John, 63 Foregate-st, Chester, Furniture Broker. Pet Dec 23. Chester, Jan 10. Sol Cartwright, Chester.
 Kay, Charles, 14, Fitzroy-st, Fitzroy-sq, Middlesex, House Agent, Pet Dec 19. London, Jan 8. Sol Munday, 5 Fountain-ct, Strand.
 Lambert, William, Ardleigh, Essex, Butcher. Pet Dec 24. Colchester, Jan 11. Sol Jones, Colchester.
 Lovegrove, William, 1 Denmark-rd, Cold Harbour-lane, Camberwell, Surrey, Cowkeeper. Pet Dec 21. London, Jan 8. Sol Davis, 10, Golden-sq.
 Maraden, William, Mountain Inn, Mount-st, Bradford, Beer Seller. Pet Dec 10. Bradford, Jan 31. Sol Hutchinson, Bradford.
 Martin, Charles, 3 Delahay-st, Westminster, and 35 Mark-lane, London, Engineer. Pet Dec 10. London, Jan 7. Sol Oliver, 13 Lawrence-lane.
 McGill, Abraham, 47 Roper-st, Whitehaven, Plumber and Glazier. Pet Dec 24. Whitehaven, Jan 8. Sol Paitson, Whitehaven.
 Mellor, John, Kirtgate, Wakefield, Boot and Shoe Maker. Pet Dec 23. Wakefield, Jan 20. Sol Gill, Wakefield.
 Mercy, Robert John, King-st, Norwich, Licensed Victualler. Pet Dec 21. Norwich Jan 6. Sol Rackham, Norwich.
 Metcalf, William, 161 Cannon-st-rd, Middlesex, Waterman. Dec 21. London, Jan 14.
 Michelson, George, Gosberton, Lincolnshire, Farmer. Pet Dec 21. Spalding, Jan 6. Sol Law, Stamford.
 Mohr, Charles, 16 West Smithfield, and 16 Smithfield-bars, Foulney and Box Maker. Dec 21. London, Jan 14.
 Olivares, Manuel Marie Antoine de Gildé, 17 Great Newport-st, Leicester-sq, Middlesex, General Merchant. Pet Dec 24 (in formâ pauperis). London, Jan 9. Sol Podmore, 3 Great St. Helens, London.
 Pacey, Elijah, 40 Walker-lane, Derby, Hinkster. Pet Dec 24. Derby, Jan 3. Sol Flewker, Derby.
 Palmer, Ellis, 4 Trafalgar-ter, Swansea, Clerk of the Established Church. Pet Dec 24. Bristol, Jan 6. Sol Henderson, Bristol.
 Parkhurst, Jeremiah, 33 Southampton-new, Easton-sq, Middlesex, Wheelwright. Pet Dec 24. London, Jan 7. Sol Tuckas, 10 Bridge-water-sq, London.
 Pepper, Henry, Leeds, Waste Dealer. Dec 20. Leeds, Jan 13.
 Price, William, Wolverhampton, Grocer. Pet Dec 24. Birmingham, Jan 15. Sols Pinchard & Shelton, Wolverhampton, and Hodgson & Allen, Birmingham.
 Raban, Samuel Lucas, Maldon-rd, Haverstock-hill, Middlesex, Boarding-house Keeper. Dec 21. London, Jan 14.
 Radledge, Thomas Hosan, 40 Church-st, and 18 Western-rd, Hays, Brighton. Pet Dec 24. London, Jan 11. Sol Angell, 23 Kings-l, London.
 Sellmar, Moritz, Howard-st, Strand, Middlesex, Theatrical Agent. Dec 21. London, Jan 9.
 Shepherd, George, Kingston-Bagpuize, Berkshire, Baker. Pet Dec 24. London, Jan 14. Sols Harrison & Lewis, 6 Old Jewry.
 Stephens, Henry George, 2 Salisbury-ter, Balls-pond-rd, Middlesex, Dealer in Music. Pet Dec 24 (in formâ pauperis). London, Jan 6. Sol Holt, Quality-ct.
 Swift, William, Leominster, Innkeeper. Pet Dec 10. Birmingham, Jan 6. Sols Woodhouse, Leominster, and James & Knight, Birmingham.
 Taylor, George, late of Anderson's Hotel, Fleet-st, London. Dec 21. London, Jan 10.
 Taylor, Mary, Bridge-st, Bishopwearmouth, Confectioner. Pet Dec 17. Sunderland, Jan 7. Sol McIlrae.
 Thomas, Robert Edwin, 11 Higher Union-st, Torquay, Boot and Shoemaker. Pet Dec 24. Newton Abbot, Jan 14. Sol Carter, Torquay.
 Wheelwall, William, Chapel-st, New Radford, Nottinghamshire, Fishmonger. Pet Dec 24. Nottingham, Jan 8. Sol Brown, Nottingham.
 Williams, Samuel, 2 Sea View-pl, High-st, Weston-imper-Mare, Somersetshire, Painter, Glazier, and Builder. Pet Dec 24. Bristol, Jan 7. Sol J. Ayre, jun., Bristol.
 Wilson, Henry, 26 Charles-st, Haymarket, Middlesex, Medical Agent. Pet Dec 21. London, Jan 8. Sols Lewis & Sons, Wilmington-sq.
 Wilson, Henry, Birch-row, New Radford, Nottinghamshire, Lace Maker. Pet Dec 24. Nottingham, Jan 8. Sol Smith, Nottingham.
 Wymer, Charlotte, 12 Delamere-crescent, Westbourne-grove, Middlesex. Dec 21. London, Jan 8. Sol Aldridge, 46 Moorgate-st.

TUESDAY, Dec. 31, 1861.

Allcock, Robert, 52, Upper John-st, Fitzroy-sq, and formerly of Hall-pl, Paddington, Middlesex, General Dealer. Pet Dec 23. London, Jan 15. Sol Hill, Basinghall-st.
 Anderson, Peter, 62 Sugar-lane, Manchester, Fancy Bag and Furze Maker. Pet Dec 21. Manchester, Jan 11. Sol Elliot, Manchester.
 Bevan, Samuel, Dunkinfield, Cheshire, Ironmonger. Pet Dec 20. Manchester, Jan 10. Sol Grundy, Manchester.
 Broomhead, Samuel George, 9 Great George-pl, Liverpool, Butcher. Pet Dec 26. Liverpool, Jan 9. Sol Eddy, Liverpool.
 Brown, George, Seacroft, near Leeds, Farm Labourer. Pet Dec 21. Leeds, Jan 16. Sol Harle.
 Brown, William, Sunderland, Boot and Shoe Maker. Pet Dec 20. Newcastle-upon-Tyne, Jan 12. Sols Potts & Scarbrick, Sunderland.
 Burcher, Charles, West-st, Havant, Hants, Tailor and Woollen Draper. Pet Dec 28. London, Jan 14. Nichols & Clark, 9 Cook's-ct, Lincoln's Inn, Agents for Stening, Solicitor, Portsea.
 Cartledge, Charles, Wellington-st, Leek, Staffordshire, Weaver. Pet Dec 27. Leek, Jan 11. Sol Tennant, Hanley.
 Cartwright, William, Fenton, Stoke-upon-Trent, Grocer. Pet Dec 27. Stoke-upon-Trent, Jan 11. Sol Lichfield.
 Clement, Moschah, Gloucester-lane, Bristol, Cord Dealer. Bristol, Jan 17. Sol Hill.
 Clunne, John William, New Inn, Gravesend, Kent, Licensed Victualler. Dec 20. London, Jan 14.
 Cohen, Henry, 21 Nicholson-st, Sunderland, Jeweller. Pet Dec 26. Sunderland, Jan 15. Sol McIlrae, Sunderland.

Cooper, Thomas, and Thomas Sinclair, Pemberton, Tallow Chandlers (Thomas Cooper & Co.). Pet Dec 26. Liverpool, Jan 9. Sol Hinnell, Bolton.

Cornhill, Emanuel, Lye, Oldswinford, Worcestershire. Pet Dec 30. Birmingham, Jan 20. Sol Maltby, Dudley.

Cuming, Henry, 26, London-st, Fitzroy-sq, also of 1 Hampstead-st, Fitzroy-sq, Middlesex. Auctioneer. Pet Dec 27 (in form pauperis). London, Jan 11. Sol Holt, 2 Quality-ct, Chancery-lane.

Docking, William George, 32 Cannon-st West, London, Cloth Merchant. Pet Dec 19. London, Jan 14. Sol Solomon, 54, Coleman-street.

Ellis, Thomas, Ellesmere, Salop, Painter and Glazier. Pet Dec 19. Oswestry, Jan 13. Sol Randles, Ellesmere.

Everitt, Joseph, Alma-street, Willenhall, Wolverhampton, Lock Manufacturer. Wolverhampton, Jan 10. Sol Slater, Darlaston.

Fancourt, James, Cardigan-road, Old Ford, Bow, Middlesex. Licensed Victualler. Pet Dec 24. London, Jan 15. Sol Leader, 75 Berners-street, Oxford-st.

Farmer, William, Solihull, Warwickshire, Car Driver. Pet Dec 24. Solihull, Jan 7. Sols East & Parry, Birmingham.

Flexon, Samuel, High-st, High Wycombe, Bucks, Printer. Pet Dec 26. London, Jan 14. Sol Ley, 44 Lincoln's-inn-fields.

Foulke, John, Crich Carr, Derbyshire, Out-Pensioner. Pet Dec 26. Alfreton, Jan 18. Sol Walker, Belper.

Forster, Benjamin, 187 Bute-rd, Cardiff, Tailor. Pet Dec 25. Cardiff, Jan 13. Sol Willocks, Cardiff.

Furnifall, Joseph, William-st, Ecclesfield, Southport, Lancashire, Painter, Plumber, Glazier, and Paper Hanger. Pet Dec 24. Ormskirk, Jan 16. Sol Dodd, Liverpool.

Gardiner, Thomas, 8 Leadenhall-st, London, East India Agent. Pet Dec 30. London, Jan 15. Sol Hill, 23, Throgmorton-st, London.

Gauntlett, Albert Edward, 235 Euston-road, Middlesex, Poulterer. Pet Dec 24. London, Jan 15. Sols Wallinger & Miller, 5 & 6 Sherborne-lane, City.

Glen, Henry David, 27 Hill-st, Knightsbridge, Middlesex, Licensed Victualler. Pet Dec 27. London, Jan 14. Sol Marshall, 12 Hutton-garden.

Gordon, George, Queen's-sq, Whitley-st, and 4 Spring-rd, Liverpool, Farrier. Pet Dec 30. Liverpool, Jan 15. Sol Anderson, Liverpool.

Grove, Elijah, jun, 20, Wood-st, Kidderminster, Butcher. Pet Dec 28. Kidderminster, Jan 15. Sol Crowther, Kidderminster.

Gubby, George, sen, 11 Lower George-st, Chelsea, Middlesex, Timber Dealer. Pet Dec 30 (in form pauperis). London, Jan 15.

Haigh, Darius, South, Huddersfield, Loan Agent. Pet Dec 21. Huddersfield, Jan 30. Sol Leadbetter, Huddersfield.

Henry, John, Row 142, South Quay, Great Yarmouth, Licensed Hawker. Pet Dec 24. Great Yarmouth, Jan 18. Sol Culley, Norwich.

Herr, Naphtal, Nottingham, Cigar Merchant. Pet Dec 26. Birmingham, Jan 14. Sol Fitter, Birmingham.

Hollier, Samuel, Dragon Inn, Warwick, Licensed Victualler. Pet Nov 7. Birmingham, Jan 15. Sols Sherwood, Leamington, and Hodgson & Allen, Birmingham.

Horsfall, William, John William-st, Huddersfield, Innkeeper. Pet Dec 21. Huddersfield, Jan 16. Sol Dransfield, Huddersfield.

Hough, Joseph, Ashlow, Derbyshire, Farmer. Pet Dec 18. Ashborne, Jan 10. Sol Holland, Ashborne.

Houlston, Jeremiah, New Hadley, Wellington, Salop, Grocer. Pet Dec 27. Birmingham, Jan 15. Sol Glover, Walsall.

Hubbell, Henry, Dolphin House, Clarence-rd, Gosport, Hants, Labourer. Pet Dec 27. Portsmouth, Jan 25. Sol Paffard, Portsea.

Hunt, Thomas, Stonemfield, Oxfordshire, Shoemaker. Pet Dec 28. Woodstock, Jan 15. Sol Thompson, Oxford.

Hustler, William Octavius, Halstead, Essex, Attorney's Clerk. Pet Dec 28. London, Jan 15. Sols Digby & Son, Chancery-lane.

Hutchins, Edward, Bristol, Attorney and Solicitor. Pet Dec 27. Bristol, Jan 14. Sols Bevan, Gilling, & Press, Bristol.

Jackson, Charles, Silver-street Head, Sheffield, Baker. Dec 20. Leeds, Jan 11.

King, Thomas Beckensale, jun, Northampton, Clothier. Pet Dec 20. London, Jan 14. Sol Reed, 3 Gresham-st, for Sale, Worthington, & Co, Manchester.

Kniveton, James, Longton, Staffordshire, Clothier (Kniveton & Co). Pet Dec 30. Birmingham, Jan 20. Sols Litchfield, Newcastle-under-Lyme, and James & Knight, Birmingham.

Leech, Charles, 19 and 20 Judd-st, Middlesex, Corn Merchant. Pet Dec 24. London, Jan 14. Sol Eden, 9 Gray's-inn-sq.

Lidgold, James Pearce, Kingston, Surrey, Butcher. Pet Dec 28 (in form pauperis). London, Jan 15.

Longman, William, Garden-sq, North-st, Exeter, Mason. Pet Dec 28. Exeter, Jan 11. Sol Floud, Exeter.

Murrells, Thomas, 8 Beak-st, Westminster, Middlesex, Assistant. Pet Dec 27. Brighton, Jan 15. Sol Lamb, Brighton.

Naylor, William Henry, Sheffield, Auctioneer. Pet Dec 14. Sheffield, Jan 11. Sol Branson & Son, Sheffield.

Neuville, Elise De, 18 West Bank-place, Sheffield, Professor of Languages, Pet Dec 28. Sheffield, Jan 22. Sol Broadbent, Sheffield.

North, John, sen, Victoria-st, Huddersfield, Beer Retailer. Pet Dec 20. Huddersfield, Jan 15. Sol Leadbetter, Huddersfield.

Owen, Thomas, Frensham-st, Islington, Middlesex, Dealer in Building Materials. Dec 21. London, Jan 14.

Parks, Thomas, Sneyd-st, Tunstall, Staffordshire, Butcher. Pet Dec 24. Hanley, Jan 14. Sol Sutton, Burslem.

Pearson, Euseby, Keynos, Bedfordshire, Farmer. Pet Dec 27. Bedford, Jan 10. Sol Conquest, Bedford.

Powning, Edwin, Coosebean Mills, Kenwyn, Cornwall, Miller. Pet Dec 16. Exeter, Jan 14. Sols Stokes, Truro, or Turner & Hirtzell, Exeter.

Proffitt, James, Oldridge, Staffordshire, Saddler. Walsall, Jan 14. Sol Jackson, Westromwich.

Rayner, Samuel, Hunslet, Leeds, Tailor and Draper. Pet Dec 27. Leeds, Jan 15. Sols G. A. & W. Emley.

Read, Ham, 27 Balsall-street, Birmingham. Walsall, Jan 14. Sols East & Parry, Birmingham.

Roach, David, residing at New York Hotel, Leicester-st, Leicester-sq, Middlesex. Pet Dec 23. London, Jan 14.

Rutherford, John Young Darling, 63 Bousall-st, Hulme, Manchester, Tailor and Draper. Pet Dec 29. Salford, Jan 13. Sol Swan, Manchester.

Sabin, John, 1 West-st, and 2 Little St. Andrew's-st, St. Giles, Middlesex, Wire Worker and Dealer in Birds. Pet Dec 28 (in form pauperis). London, Jan 11. Sol Holt, Quality-ct, Chancery-lane.

Sheppard, Walter, 16 Brazennose-st, Manchester, Auctioneer. Pet Dec 28. Manchester, Jan 11. Sol Lamb, Manchester.

Shore, Thomas, Village Tavern, Lower Lawley-st, Birmingham, Retail Brewer. Pet Dec 27. Birmingham, Jan 24. Sols Powell & Son, Birmingham.

Snow, Edward, & Henry Snow, High-st, Birmingham, Hop, Corn and Seed Merchants. Pet Dec 24. Birmingham, Jan 24. Sols Hawks & Willmot, 82 High-st, Southwark, London, and James & Knight, Birmingham.

Spencer, Selby le Vere, 6 Hanover-st, Piccadilly, Middlesex, Clerk in the Admiralty Office. Pet Dec 28. London, Jan 14. Sol Mossop, 60 Moor-gate-st.

Stidolph, William, 2 Egerton-rd, Greenwich, Kent. Dec 20. London, Jan 14.

Turner, Henry Frederick William, 121 Holborn-hill, London, Watch Maker. Pet Dec 24. London, Jan 11. Sol Bartley, 4 Bartlett's-bldg, Holborn.

Tatler, Charles, Mill-st, Hanley, Licensed Victualler. Pet Dec 24. Hanley, Jan 14. Sol Litchfield, Newcastle-under-Lyme.

Thornton, James Richard, Huddersfield, Auctioneer. Pet Dec 21. Huddersfield, Jan 30. Sol Freeman, Huddersfield.

Timmis, Josiah, Bridge-st, Westminster, Middlesex, Lime Dealer. Dec 21. London, Jan 14.

Turner, John, 9 Westgate-st, Ipswich, Butcher. Pet Dec 23. Ipswich, Jan 6. Sol Moore, Ipswich.

Tyler, Henry, Dovercourt, Harwich, Essex, Hotel Keeper. Pet Dec 30. London, Jan 15. Sol Jones, Colchester.

Vaux, John, Sheffield, Cabinet Maker. Dec 20. Sheffield, Jan 11.

Waters, Thomas, 20 Felham-st, Nottingham, Linen Draper. Pet Dec 30. Birmingham, Jan 14. Sols Brown, Nottingham, and Wright, Birmingham.

Watkinson, William Malcolm, 10 Oxford-rd, Kidderminster, Fellmonger. Pet Dec 27. Kidderminster, Jan 15. Sol Crowther, Kidderminster.

Wells, Augusta, King William-st, London, Fishmonger. Pet Dec 24. London, Jan 14. Sols Treherne & Wolferstan, 17 Gresham-st.

Whitby, William, Liverpool, Commission Agent. Nov 21. Liverpool, Jan 15. Sol Harris, Liverpool.

Whitchelo, John, 16 Park-rd, Battersea, Surrey, and 18 William-st, Shoreditch, Middlesex, Patent Leather Dresser. Pet Dec 19. London, Jan 8. Sols Lea & Sanders, 1 Barge-yard-chambers.

Whiteford, Richard, Rock View, Atherton-st, Everton, Lancashire. Pet Dec 27. Liverpool, Jan 14. Sol Groot, Liverpool.

Williams, Giles, 23 Hakin Mountain Ash, Llanwanno, Glamorganshire, Haulier. Pet Dec 28. Aberdare, Jan 14. Sol Forwood, Merthyr Tydfil.

Willott, William, 12 Londesborough-ter, Scarborough. Pet Dec 26. Leeds, Jan 10. Sols Bond & Barwick, Leeds.

Wilson, John, Hetton-le-Hole, Durham, Journeyman Smith. Dec 17. Durham, Jan 11. Sols Thompson & Lisle, Durham.

BANKRUPTCIES ANNULLED.

TUESDAY, Dec. 31, 1861.

Smith, Joseph, 38 Lombard-st, London, Tailor and Draper. Dec 28.

Turtle, John Gabriel, Poole, Dorsetshire, Shoemaker. Dec 18.

LAW FIRE INSURANCE SOCIETY,

Chancery-lane, London.

SUBSCRIBED CAPITAL, £500,000.

TRUSTEES.

The Right Hon. LORD CHELMSFORD.

The Right Hon. LORD TRURO.

The Right Hon. the LORD CHIEF BARON.

The Right Hon. the LORD JUSTICE SIR J. L. KNIGHT BRUCE.

The Right Hon. the LORD JUSTICE SIR G. J. TURNER.

The Right Hon. JOHN ROBERT MOWBRAY, M.P.

Insurances expiring at Christmas should be renewed within 15 days thereafter, at the Offices of the Society, or with any of its agents throughout the country.

This Society holds itself responsible, under its fire policy, for any damage done by explosion of gas.

E. BLAKE BEAL, Secretary.

UNITED KINGDOM LIFE ASSURANCE COMPANY,

No. 8, WATERLOO PLACE, FLEET MALL, LONDON, S.W.

The Hon. FRANCIS SCOTT, CHAIRMAN.

CHARLES BERWICK CURTIS, Esq., DEPUTY CHAIRMAN.

Fourth Division of Profits.

SPECIAL NOTICE—Parties desirous of participating in the fourth division of profits to be declared on policies effected prior to the 31st of December, 1861, should make immediate application. There have already been three divisions of profits, and the bonuses divided have averaged nearly 3 per cent. per annum on the sums assured, or from 30 to 100 per cent. on the premiums paid, without the risk of co-partnership.

To show more clearly what these bonuses amount to, the three following cases are given as examples:

Sum Insured.	Bonuses added.	Amount payable up to Dec., 1864.
£5,000.	£1,987 10	£6,987 10
1,000	379 10	1,379 10
100	39 15	139 15

Notwithstanding these large additions, the premiums are on the lowest scale compatible with security; in addition to which advantages, one-half of the premiums may, if desired, for the term of five years, remain unpaid at 5 per cent. interest, without security or deposit of the policy.

The assets of the Company at the 31st December, 1860, amounted to £730,665 7s. 10d., all of which had been invested in Government and other approved securities.

No charge for Volunteer Military Corps while serving in the United Kingdom.

Policy stamps paid by the office.

For prospectuses, &c., apply to the Resident Director, No. 8, Waterloo-place, Pall-mall.

By order, E. L. BOYD, Resident Director.

